Donald P. Wagner
Chairman

Melissa Fox
Vice Chairwoman

Jeffrey Lalloway
Director

Lynn Schott
Director

Christina Shea
Director

AGENDA

ORANGE COUNTY GREAT PARK BOARD REGULAR MEETING

April 24, 2018
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

INTERIM DIRECTOR, OCGP, REPORT

Scan this QR code for an electronic copy of the Great Park Board 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 Interim Director, Orange County Great Park, and the City Manager to be routine and will be enacted by one roll call vote. There will be no discussion of these items unless members of the Orange County Great Park Board request 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 a regular meeting of the Orange County Great Park Board held on March 27, 2018.

1.2 AMENDMENT TO LEASE BETWEEN CITY OF IRVINE AND TIERRA VERDE INDUSTRIES

ACTION:
Recommend that the City Council approve Amendment No. 1 to the lease between City of Irvine and Tierra Verde Industries providing for a one-year extension beginning May 13, 2018, and authorize Mayor to execute Amendment No. 1 on behalf of the City.

1.3 GREAT PARK CULTURAL TERRACE/WILD RIVERS PARKING LOT CAPITAL IMPROVEMENT PROJECT

ACTION:
Recommend that the City Council approve a budget adjustment appropriating funds in the amount of $500,000 from the Orange County Great Park Fund 180 unallocated fund balance for the Great Park Cultural Terrace/Wild Rivers Parking Lot capital improvement project.

2. BOARD BUSINESS

2.1 ORANGE COUNTY GREAT PARK FINANCIAL PROJECTIONS

ACTION:
Receive and file the presentation on financial projections for the Orange County Great Park.

2.2 ORANGE COUNTY GREAT PARK FACILITY RESERVATION POLICY AND FEES FOR NON-ATHLETIC FACILITIES

ACTION:
Recommend that the City Council adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO ADOPT THE COMMUNITY SERVICES DEPARTMENT'S "ORANGE COUNTY GREAT PARK FACILITY RESERVATION POLICY" AND TO SET RESERVATION FEES FOR CERTAIN NON-ATHLETIC FACILITIES FOR THE ORANGE COUNTY GREAT PARK

2.3 PROFESSIONAL SERVICES AGREEMENT AND CONSTRUCTION CONTRACT CHANGE ORDER FOR BOSQUE AVENUE EXTENSION

ACTION:

1) Recommend that the City Council approve the refined roadway "knuckle" alignment for the extension of Bosque Avenue.
2) Recommend that the City Council authorize the Mayor to execute a new Professional Services Agreement with Proactive Engineering Consultants increasing the design services fee for the Orange County Great Park Western Sector Roadways Capital Improvement Project by $175,000 for the Bosque Avenue Extension for a new total not-to-exceed design service fee amount of $1,161,416.
3) Recommend that the City Council authorize the Manager of Engineering to negotiate and execute a construction contract change order for the Orange County Great Park Western Sector Roadways Capital Improvement Project, in the amount not-to-exceed $475,000, with Sukut Construction, LLC, to construct the extension of Bosque Avenue.

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 10 a.m. 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
- Front Entrance of City Hall
- University Park Center (Culver/Michelson)
- Walnut Village Center (Culver/Walnut)
- Northwood Town Center (Irvine Blvd./Yale)
- 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 4/19/18 by 7:45 pm as well as on the City's web page.

Molly McLaughlin, CMC
Secretary / Clerk of the Board

1.1

REQUEST FOR BOARD ACTION

MEETING DATE: APRIL 24, 2018

TITLE: MINUTES

Secretary / Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes of the regular meeting of the Orange County Great Park Board held on March 27, 2018.

MINUTES

ORANGE COUNTY GREAT PARK BOARD REGULAR MEETING

March 27, 2018
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 March 27, 2018 at 2:10 p.m. in the City Council Chamber; Chairman Wagner presiding.

ROLL CALL

Present:	3	Director:	Christina Shea
		Vice Chairwoman:	Melissa Fox
		Chairman:	Donald P. Wagner
Absent:	2	Director:	Jeffrey Lalloway
		Director:	Lynn Schott

PLEDGE OF ALLEGIANCE

Director Shea led the Pledge of Allegiance.

INTERIM DIRECTOR, OCGP, REPORT

Pete Carmichael, Interim Director, Orange County Great Park, provided a brief update on construction and forward planning.

BOARDMEMBER REPORTS

There were no Boardmember reports.

ADDITIONS AND DELETIONS

There were no additions or deletions to the agenda.

1. CONSENT CALENDAR

ACTION: Moved by Director Shea, seconded Vice Chairwoman Fox, and unanimously carried by those members present (Directors Lalloway and Schott absent), to approve Consent Calendar Item No. 1.1.

1.1 MINUTES

ACTION:
Approved the minutes of a regular meeting of the Orange County Great Park Board held on February 27, 2018.

2. BOARD BUSINESS

2.1 EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF IRVINE AND WILD RIVERS IRVINE, LLC

Pete Carmichael, Interim Director, Orange County Great Park; and Chris Koster, Manager of Great Park Planning & Development, presented the staff report and responded to questions.

Mike Riedel, on behalf of Wild Rivers, spoke in support of the proposed agreement, as well as a City-owned and operated parking lot adjacent to Wild Rivers.

Board discussion included: questioning whether the proposed parking lot would be exclusive to Wild Rivers and/or available for other amenities and events; inquired about access to the site; expressed concern about potential risk to the City by moving forward with Phase II of the project; reiterated that Wild Rivers would be financially responsible for the California Environmental Quality Act (CEQA) review process; noted that a City-owned parking lot would generate revenue; inquired about number of proposed cabanas at Wild Rivers; and questioned the proposed timeline for constructing a parking lot.

Scott Smith, Deputy Director of Public Works, noted that a parking lot would take approximately 15 months to complete, to which Jeff Melching, General Counsel, clarified that the design process could be conducted in concurrently with the CEQA review process, which could result in a modest time savings; however, he reiterated that the construction phase could not be completed until the CEQA review was completed.

ACTION: Moved by Vice Chairwoman Fox, seconded by Director Shea, to:

1) Recommend the City Council authorize the Mayor to execute Wild Rivers' requested Amended and Restated Exclusive Negotiating Agreement, allowing Developer to defer its acceptance of site conditions and commence Negotiating Period No. 2.
2) Recommend the City Council direct staff to move forward immediately on the design and construction process for a parking lot at the designated site that is contemplated for this particular area of the Orange County Great Park**.**

Vice Chairwoman Fox amended her motion following City Attorney Melching's suggestion that the motion include clarification on design and construction of a parking lot with respect to the CEQA review process.

ACTION: An amendment to the motion was made by Vice Chairwoman Fox, and accepted by Director Shea as the seconder, and unanimously carried by those members present (Directors Lalloway and Schott absent), to:

ACTION:

1) Recommend the City Council authorize the Mayor to execute Wild Rivers' requested Amended and Restated Exclusive Negotiating Agreement, allowing Developer to defer its acceptance of site conditions and commence Negotiating Period No. 2.
2) Recommend the City Council direct staff to move forward immediately on the design and construction process for a parking lot at the designated site that is contemplated for this particular area of the Orange County Great Park **as amended** to clarify that the design process be completed concurrently with the CEQA review process, with construction commencing after the CEQA review process has been completed.

2.2 AMENDMENT TO LEASE BETWEEN CITY OF IRVINE AND TIERRA VERDE INDUSTRIES

Pete Carmichael, Interim Director, Orange County Great Park; and Chris Koster, Manager of Great Park Planning & Development, presented the staff report and responded to questions.

Kris Kazarian, representing Tierra Verde Industries (TVI), spoke in support of a two-year lease extension.

Linda Hunter, representing Pretend City, submitted a Request to Speak slip but did not speak.

Board discussion included: reiterating the benefits of TVI's services and working toward identifying a new long-term site; noted the potential for a one-year lease extension with an option for a second year with boundary modifications; suggested working with the County of Orange for space at the Bowerman Landfill; reiterated TVI's "good neighbor" public/private partnership over the years; expressed concern that a two-year agreement could impact development of the Cultural Terrace; noted revenue generated from TVI's services and expressed a desire to keep TVI's location within the City as a continued revenue stream; and suggested a one-year renewal with a second-year option contingent on TVI's identification of an alternative site.

ACTION: Moved by Director Shea to:

> Recommend that the City Council approve Amendment No. 1, to Lease between City of Irvine and Tierra Verde Industries providing for a one-year extension beginning May 13, 2018 to include an option for an additional one-year extension based on satisfactory evidence presented by the lessee of viable alternative sites, and authorize Mayor to execute the Amendment on behalf of the City.

Following discussion, Director Shea amended her motion based on General Counsel Melching's suggestion that the option for a second-year extension could be at the sole discretion of the City Council based on the established criteria.

ACTION: An amendment to the motion was made by Director Shea, seconded by Vice Chairwoman Fox, and unanimously carried by those members present (Directors Lalloway and Schott absent), to:

Recommend that the City Council approve Amendment No. 1, to Lease between City of Irvine and Tierra Verde Industries providing for a one-year extension beginning May 13, 2018 to include an option for an additional one-year extension based on satisfactory evidence presented by the lessee of viable alternative sites, and authorize Mayor to execute the Amendment on behalf of the City **as amended** to clarify that an additional one-year extension would be at the discretion of the City Council.

2.3 ORANGE COUNTY GREAT PARK WAYFINDING SIGNAGE

Chris Koster, Manager of Great Park Planning & Development, and Tom Perez, Capital Improvement Project Administrator, presented the staff report and responded to questions.

Board discussion included: noting a preference for the proposed "Earth-tone" color palette; and suggested a deep gold tone be explored as an additional accent color.

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

1) Recommend that the City Council approve the "Earth-tone" color palette for the Great Park Signage Program.
2) Recommend that the City Council approve the construction contract award in the amount of $841,620.79 for the Orange County Great Park Wayfinding Signage Project, CIP 361726 to the lowest responsive and responsible bidder, Outdoor Dimensions.

PUBLIC COMMENTS

There were no public comments.

ADJOURNMENT

Moved by Vice Chairwoman Fox, seconded by Director Shea, and unanimously carried by those members present (Directors Lalloway and Director Schott) to adjourn the regular meeting at 3:12 p.m.

_____
CHAIRMAN

_____ April 24, 2018
SECRETARY/CLERK OF THE BOARD DATE

1.2

REQUEST FOR BOARD ACTION

MEETING DATE: APRIL 24, 2018

TITLE: AMENDMENT TO LEASE BETWEEN CITY OF IRVINE AND TIERRA VERDE INDUSTRIES

Interim Director, Orange County Great Park

City Manager

RECOMMENDED ACTION

Recommend that the City Council approve Amendment No. 1 to the lease between City of Irvine and Tierra Verde Industries (TVI) providing for a one-year extension beginning May 13, 2018, and authorize Mayor to execute Amendment No. 1 on behalf of the City.

EXECUTIVE SUMMARY

On March 27 the City Council directed staff to provide a revised Amendment No. 1 to extend the TVI lease at the Great Park for one year with an option to extend an additional year at the discretion of City Council and upon satisfactory evidence presented by TVI of an identified viable alternative relocation site. The March 27 staff report is included for reference as Attachment 1. TVI is in agreement with the terms and conditions of the revised Amendment No. 1 to the lease (Attachment 2).

COMMISSION/BOARD/COMMITTEE RECOMMENDATIONS

Not applicable.

ANALYSIS

TVI is leasing approximately 78 acres from the City within the future Cultural Terrace area of the Orange County Great Park. TVI has leased property from the City, in its current location, since 2010 for purposes of providing a green waste and recycling operation. The TVI lease expires on May 12, 2018.

In June 2017, the Orange County Great Park Board (Board) and City Council approved an Exclusive Negotiating Agreement (ENA) with Wild Rivers, LLC, which provides a roadmap for development of a water park at the Great Park. The proposed location for

the water park is the northeast corner of Skyhawk and Marine Way, within the future Cultural Terrace area and partially overlapping the premises leased by TVI.

TVI requested a lease extension. On March 27, 2018, the Board considered two lease extension options. One option proposed to extend the lease term for one year and a second option proposed to extend the lease term for two years. Both lease amendments required TVI to reduce its leased area by approximately 16 acres by the date of the current lease expiration, May 12, 2018, so that its operations are clear of the area proposed for waterpark construction.

The Board and City Council directed staff to provide a one-year extension to the TVI lease with an additional extension option, for up to one year at the sole discretion of the City Council and upon satisfactory evidence that TVI has identified a viable alternative relocation site. The following key terms are included in the one-year extension to the TVI lease (Attachment 2):

- The option to extend the lease term beyond one year is at the sole and absolute discretion of City Council.
- TVI must provide satisfactory evidence of an identified viable alternative relocation site.
- Any extension request would be provided to the City Council for consideration in January or February 2019.
- Approval of an extension beyond one year would require TVI to install a landscape/screening buffer between its facility and the neighboring waterpark, installed by TVI within two months of City plan approval.

The lease terms require TVI to relocate odor-causing materials off-site by March 2019, and to refrain from initiating any new green waste composting during the remainder of the extended term. The City may terminate the lease with 30-day notice for non-compliance with the screening and removal of odor-causing materials requirements in Amendment No. 1.

ALTERNATIVES CONSIDERED

The recommended action is responsive to policy direction provided to staff by the Board and City Council on March 27, 2018. The Board could recommend changes to the terms of the extension or conditions for additional extension as appropriate.

FINANCIAL IMPACT

In Fiscal Year 2016-17, the City received approximately $1,085,000 in rents and City share of haul rate revenue. Based on the reduced size of the leased premises provided for in the lease amendment, staff anticipates that the annual revenue received from TVI would decrease by approximately $88,000 per year.

REPORT PREPARED BY Steve Torelli, Management Analyst II

ATTACHMENTS

1. March 27, 2018 Orange County Great Park Board staff report
2. Amendment No. 1 to the Amended and Restated Lease by and between the City of Irvine and Tierra Verde Industries

REQUEST FOR BOARD ACTION

MEETING DATE: MARCH 27, 2018

TITLE: AMENDMENT TO LEASE BETWEEN CITY OF IRVINE AND TIERRA VERDE INDUSTRIES

Interim Director, Orange County Great Park

City Manager

RECOMMENDED ACTION

Option 1. Recommend that the City Council approve Amendment No. 1, to Lease between City of Irvine and Tierra Verde Industries providing for a one-year extension beginning May 13, 2018, and authorize Mayor to execute the Amendment on behalf of the City

– OR –

Option 2. Recommend that the City Council approve Amendment No. 1, to Lease between City of Irvine and Tierra Verde Industries providing for a two-year extension beginning May 13, 2018, and authorize Mayor to execute the Amendment on behalf of the City

EXECUTIVE SUMMARY

Tierra Verde Industries (TVI) is leasing approximately 78 acres from the City within the future Cultural Terrace area of the Orange County Great Park (Attachment 1). TVI has leased property from the City, in its current location, since 2010 for purposes of providing a green waste and recycling operation. The TVI Lease expires on May 12, 2018 (Attachment 2). TVI has requested a lease extension.

In June 2017, the Orange County Great Park Board and City Council approved an Exclusive Negotiating Agreement (ENA) with Wild Rivers, LLC, which provides a roadmap for development of a water park at the Great Park. The proposed location for the water park is the northeast corner of Skyhawk and Marine Way, also within the future Cultural Terrace area and partially overlapping the TVI leased premises.

Included with this staff report are two lease amendments. Option 1 extends the lease term for one year (Attachment 3); Option 2 extends the lease term for two years (Attachment 4). Both lease amendments require TVI to reduce its leased area by

ATTACHMENT 1

approximately 16 acres by the date of the current lease expiration, May 12, 2018, so that its operations are clear of the area proposed for waterpark construction.

TVI is in agreement with these components. A one-year extension would phase out the TVI lease prior to the earliest possible date for opening of the water park, in spring of 2019, thereby eliminating any aesthetic, odor or other conflicts between the two adjacent uses operating simultaneously. TVI has requested a two-year extension. With a two-year extension there is a higher likelihood that the TVI recycling operation and the water park would operate simultaneously adjacent to each other. The attached lease amendment providing for two years includes a provision requiring TVI to install a landscape buffer between the two uses to partially mitigate potential operational and aesthetic impacts on the neighboring waterpark.

COMMISSION/BOARD/COMMITTEE RECOMMENDATIONS

Not applicable.

ANALYSIS

TVI has leased property from the City on the former Marine Corps Air Station, El Toro (Base) since 2006 and has been located at its current Cultural Terrace location since 2010. As with other leases on the Base, the recycling facility was always envisioned as an interim use for the property until the Great Park is planned and developed. The TVI Lease for the 78-acre site expires on May 12, 2018. The City provided notice of intent of nonrenewal to TVI one year prior to expiration of lease.

On June 27, 2017, the Great Park Board and City Council approved an ENA with Wild Rivers, LLC, by a vote of 3-0-2 (Directors Wagner, Shea and Fox voting in favor; Directors Lalloway and Schott absent). The ENA sets forth a roadmap for lease negotiation, site due diligence, environmental review and entitlement activities required for development of a water park at the Great Park. The proposed site for the water park is at the northeast corner of Skyhawk and Marine Way in the future Cultural Terrace. Approximately 16 acres of the proposed water park site falls within the TVI leased premises. Should the City Council decide to move forward with a water park in this location, the TVI facility would need to be reconfigured to accommodate the new facility and its associated construction activities.

Staff has prepared two lease amendments for consideration. Option 1 extends the TVI Lease for one year (Attachment 3), and Option 2 extends the TVI Lease for two years (Attachment 4), as requested by TVI in a letter dated February 26, 2018 (Attachment 5). The lease amendments for both options reduce the TVI leased area by 16 acres; from 78 acres to 62 acres. Staff has worked with representatives from TVI to design this new lease boundary reconfiguration so that it provides enough space for the proposed water park without requiring significant short-term investment by TVI for removal/relocation of

permanent equipment or facilities. The smaller, reconfigured site would allow the proposed water park to move forward with planning and development.
Other key components of both lease options include:

- The City will continue to receive revenue from rents as well as a percentage of the haul rates from TVI. This was approximately $1,085,000 in FY 2016-17.
- The lease revenue will decrease by approximately $88,000 due to the reduction in acreage
- All improvements and equipment located on the land to be released must be removed by the original lease expiration date of May 12, 2018.
- TVI to provide preference to accept Irvine-generated waste at the facility.

A one-year extension of the lease would ensure that the TVI operation is phased out prior to the earliest possible opening for a new water park next door. This would eliminate potential conflicts between the two uses caused by the sometimes unsightly and odor-causing materials stored on the TVI site as part of its recycling operation.

TVI is in agreement with these terms, but representatives from TVI have requested a two-year extension to the lease to provide more time to find a site for long-term relocation of the facility. The lease amendment providing for a two-year extension includes a requirement for TVI to install a landscape buffer between its facility and a neighboring water park by March 2019. Such a buffer would partially mitigate the potential aesthetic concerns of a neighboring water park, although the site would still be visible from the waterpark, its towers and other elevated elements on site. The lease terms require TVI to relocate odor-causing materials off-site by March 2019, and to refrain from initiating any new green waste composting during the remainder of the extended term. The City may terminate the lease with 30-day notice for non-compliance with the screening and removal of odor-causing materials requirements in the Amendment. TVI finds these terms acceptable.

ALTERNATIVES CONSIDERED

The Board could recommend that City Council provide direction to allow the TVI Lease to expire in May 2018, or direct staff to prepare a lease extension with a shorter or longer term than the two options presented. A shorter term would clear the adjacent property for a water park sooner. A longer term would provide more time for TVI to identify and relocate to a long-term site outside of the Orange County Great Park.

FINANCIAL IMPACT

Over the past 11 years, the City has received approximately $7.5 million in total revenue from TVI. In FY 2016-17, the City received approximately $1,085,000 in rents and City share of haul rate revenue. Based on the reduced size of the leased premises provided

for in both Option 1 and Option 2, staff anticipates that the annual revenue received from TVI would decrease by approximately $88,000 per year.

REPORT PREPARED BY Debby Platt, Great Park Property Administrator
Chris Koster, Manager of Great Park Planning & Development

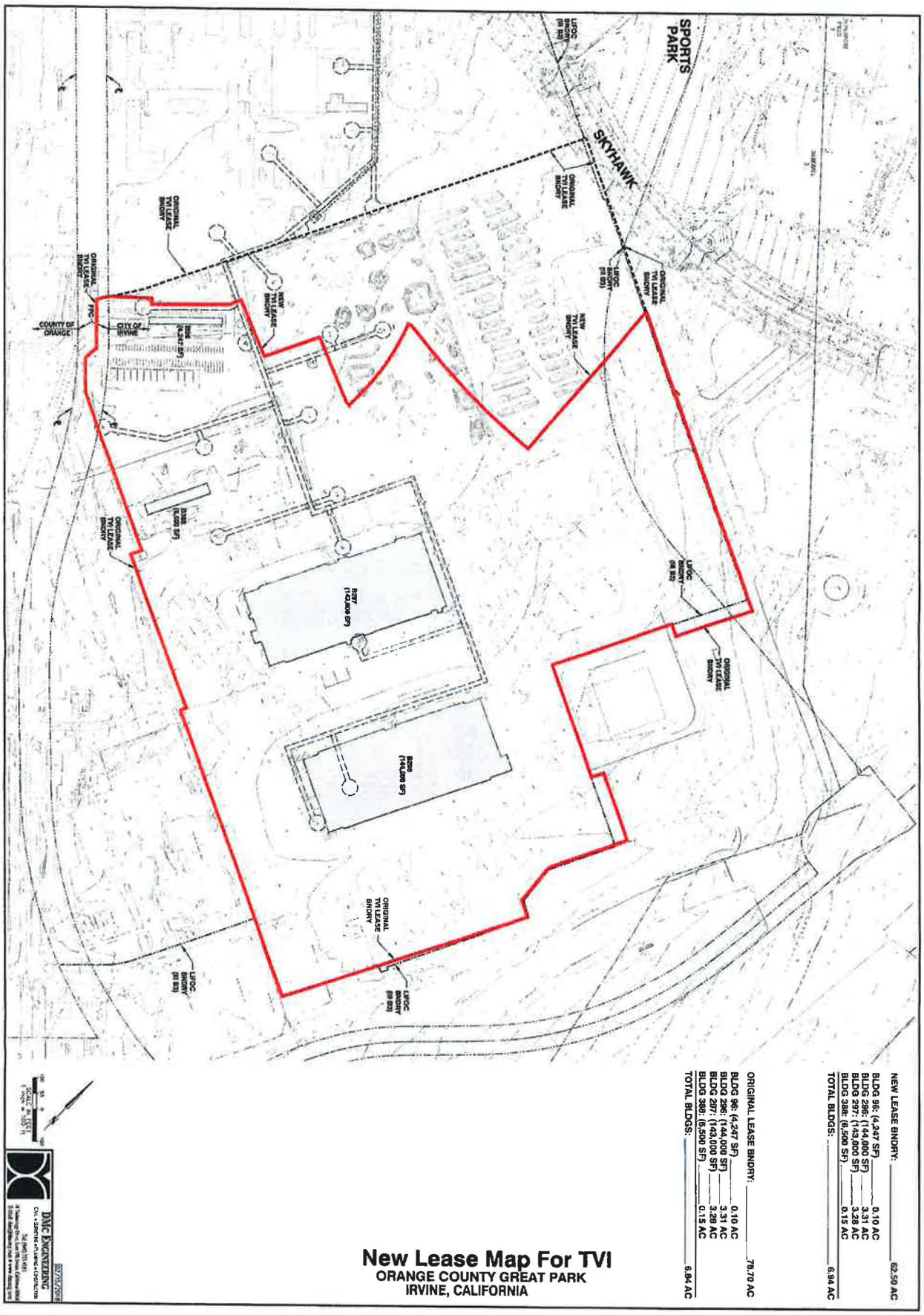
ATTACHMENTS

1. Vicinity and Site Maps
2. Amended and Restated Lease between City of Irvine and Tierra Verde Industries
3. Option 1 - Amendment No. 1 to Lease with one-year extension
4. Option 2 - Amendment No. 1 to Lease with two-year extension
5. February 26, 2018 letter from Tierra Verde Industries requesting two-year lease extension

VICINITY MAP

ATTACHMENT 1
to March 27 OCGP Board Report

SITE MAP


SPORTS PARK
SKYHAWK
ORIGINAL TVI LEASE BNDRY
UPOC BNDRY (IN 92)
NEW LEASE BNDRY
COUNTY OF ORANGE
CITY OF IRVINE
FRC
BLDG 387 (143,000 SF)
BLDG 388 (6,500 SF)
BLDG 389 (144,000 SF)
NEW LEASE BNDRY: 62.50 AC
BLDG 96: (4,247 SF) 0.10 AC
BLDG 386: (144,000 SF) 3.31 AC
BLDG 387: (143,000 SF) 3.28 AC
BLDG 388: (6,500 SF) 0.15 AC
TOTAL BLDGS: 6.84 AC
ORIGINAL LEASE BNDRY: 76.70 AC
BLDG 96: (4,247 SF) 0.10 AC
BLDG 386: (144,000 SF) 3.31 AC
BLDG 387: (143,000 SF) 3.28 AC
BLDG 388: (6,500 SF) 0.15 AC
TOTAL BLDGS: 6.84 AC
DMC ENGINEERING
New Lease Map For TVI
ORANGE COUNTY GREAT PARK
IRVINE, CALIFORNIA

ORIGINAL

AMENDED AND RESTATED LEASE

BETWEEN THE CITY OF IRVINE

AND

TIERRA VERDE INDUSTRIES

ATTACHMENT 2
to the March 27 OCGP Board Report

52474

TABLE OF CONTENTS

1. LEASE OF LEASED PREMISES 1

1.1 Lease to Lessee 1
1.2 Appurtenant Facilities 2
1.3 License to Use Roads 2

2. TERM 3

2.1 Original Term 3
2.2 Renewal Options/Extensions of Term 3
2.3 Lessor's Option to Terminate 3
2.3.1 Right to Terminate 3
2.3.2 No Replacement 3
2.4 No Payment of Improvement Costs 4
2.5 Partial Dislocation 4

3. RENTAL AND ADDITIONAL CONSIDERATION 4

3.1 Rental 4
3.1.1 Annual Rental for Leased Premises 4
3.1.2 Green Waste and Wood Waste Host Fees 6
3.1.3 Construction and Demolition (C&D) Waste Host Fees 6
3.1.4 Other Host Fees 6
3.1.5 Accounting for Host Fees 6
3.1.6 Annual Adjustment of Host Fees 7
3.2 Water Charges 7
3.3 Other Utility Charges 7
3.4 Additional Rent 7
3.5 No Offset 7
3.6 C & D Waste Processing Price Reduction 7

4. CARE AND USE OF THE LEASED PREMISES 8

4.1 Operation 9
4.2 Maintenance of the Leased Premises 9
4.2.1 Vectors 9
4.2.2 Odors 9
4.2.3 Dust & Litter 10
4.2.4 Keep Free of Weeds 10
4.2.5 Protect Water Transmission and Other Utilities 10
4.2.6 Repair 10
4.2.7 Signs 10
4.2.8 Storage 10
4.2.9 Drainage 10
4.2.10 Windrows 11
4.2.11 Good Management Practices 11
4.2.12 Sanitation 11
4.3 Removal of Materials 12
4.3.1 Removal by Lessee 12
4.4 Access Roadway 12
4.4.1 Improvement 12

4.4.2 Maintenance 12
4.4.3 Other Users 12

5. IMPROVEMENTS TO LEASED PREMISES 12

5.1 Permitted Improvements 12
5.2 No Other Improvements without Lessor's Consent 13

6. LESSEE'S OPERATIONS 13

6.1 No Unauthorized Use 13
6.2 Compliance with Laws 13
6.2.1 Compliance with General Laws 13
6.2.2 Comply With Air Quality Requirements 14
6.2.3 Comply With Storm Water Regulations 14
6.2.4 Occupational Safety and Health Act 14
6.2.5 Orange County Fire Authority Regulations 14
6.3 Use of Chemicals 14
6.4 Use of Toxic Materials 15
6.4.1 No Toxic Materials 15
6.4.2 Lessee to Give Lessor Notice of Environmental Issues 16
6.4.3 Lessee's Indemnity for Toxic Materials 16
6.4.4 Lessor' Right to Require Environmental Audit 17
6.4.5 Assumption of Risk Regarding Toxic Materials on Leased Premises 17
6.4.6 Lessee's Waiver of Claims 17
6.4.7 Warranties and Representations 18
6.4.8 Pre-Existing Environmental Conditions; Certain Duties of Tenant 18
6.4.9 Potable Water; Groundwater 19
6.5 Permits 20
6.6 Fines, Penalties, Costs 20

7. CONDITION OF THE PREMISES 20

8. TAXES 21

9. [Reserved] 21

10. LIENS 21

11. RESERVATIONS 22

11.1 Right to Inspect Leased Premises 22
11.2 Right to Inspect and Use Other or Adjacent Land 22
11.3 Mineral Rights 22
11.4 Water Rights 22
11.5 Right to Conduct Tests and Surveys 23
11.6 Right to Cure Lessee's Default 23

12. NONLIABILITY AND INDEMNIFICATION 23

12.1 Waiver and Indemnity by Lessee 23

13. INSURANCE 24

13.1 Liability Insurance 24
13.2 Lessee's Property Insurance 25

13.3 Worker's Compensation and Employer's Liability Insurance 26
13.4 Waiver of Subrogation 26
13.5 Additional Insureds 26
13.6 Insurance Policies 26
13.7 Evidence of Insurance 27
13.8 Insurance Does Not Limit Liability 27
13.9 Faithful Performance Bond 27
13.10 Environmental Insurance 27

14. DESTRUCTION 28

15. ASSIGNMENT AND SUBLETTING 28

16. DEFAULT 29

17. REMEDIES 30

17.1 Lessor's Remedies 30
17.2 Remedies Cumulative 30
17.3 Late Charge 31
17.4 Alternate Dispute Resolution 31

18. REMOVAL OF IMPROVEMENTS UPON TERMINATION 32

19. HOLDING OVER 33

20. SUBORDINATION, ATTORNMENT AND ESTOPPEL CERTIFICATES 33

20.1 Subordination 33
20.2 Attornment 33
20.3 Lessor' Right to Estoppel Certificates 34
20.4 Further Documents 34

21. NOTICES 34

22. RECORDING 36

23. MISCELLANEOUS PROVISIONS 36

23.1 Successors and Assigns 36
23.2 Force Majeure 36
23.3 No Option 36
23.4 Time is of the Essence 36
23.5 Interest 36
23.6 Authorized Signatory 37
23.7 Covenants and Conditions 37
23.8 Attorneys' Fees 37
23.9 Entire Agreement 37
23.10 Severability 37
23.11 Waiver 37
23.12 Captions, Number, Gender, and Joint and Several Liability 38
23.13 Brokers 38
23.14 No Representations 38
23.15 Governing Law 38
23.16 Amendment 38
23.17 Survival of Indemnities 39

23.18 Lessee's Representatives 39
23.19 Limitation of Liability 39
23.20 Waiver of Certain California Code Sections 39
23.21 Days 39
23.22 Nonexclusive Use of Great Park Property 40
23.23 Relocation of Leased Premises 40

24. LIFOC 40

24.1 Subject to LIFOC 40
24.2 No Violation of LIFOC 41
24.3 Incorporation of LIFOC 41
24.4 General Qualifications 42

AMENDED AND RESTATED LEASE

This Amended and Restated Lease (**"Lease"**) is made as of May 12, 2010 by and between the CITY OF IRVINE, a California charter city (**"City"** or **"Lessor"**) and TIERRA VERDE INDUSTRIES, a California corporation (**"Lessee"** or **"TVI"**).

RECITALS

WHEREAS, City is the owner of a portion of certain real property (the **"Fee Property"**) that has been designated for the development of the Orange County Great Park project (the **"Project"**) and has a lease to the balance of said real property pending environmental clearance by the United States Department of the Navy (the **"LIFOC Property"**) pursuant to that certain Assignment from Heritage Fields, LLC (**"Developer"**) to City of that certain Lease in Furtherance of Conveyance between the United States of America, acting by and through the Department of Navy (the **"Government"**) and Developer for MCAS El Toro Parcel 3, dated July 12, 2005 (the **"LIFOC"**) (together, the Fee Property and the LIFOC Property are the **"Great Park Property"**).

WHEREAS, the City created and organized the Orange County Great Park Corporation, a nonprofit public benefit corporation (**"OCGPC"**), for the purposes of providing direction and oversight related to planning, designing, constructing, operating, using and maintaining the Project, with the City Council being empowered to make all policy decisions related to the disposition of publicly held land constituting part of the Project, and with the City having review and final approval authority for contracts relating to the construction, operation and maintenance of the Project.

WHEREAS, Lessor and Lessee previously entered into that certain Lease on May 12, 2006 (the **"Original Lease"**) regarding the Great Park Property. At the time they entered into the Original Lease, they anticipated that the location of the Leased Premises pursuant to said Original Lease would change. In anticipation of this change of location, the parties included in said Original Lease the terms of Section 23.23 thereof entitled "Relocation of Leased Premises."

WHEREAS, the parties now wish to effectuate said relocation from Parcel A and Parcel B referred to in the Original Lease to an area referred to as the "Leased Premises" consisting of Parcel A, Parcel B, Parcel C, Parcel D, Parcel E and Parcel F in this Lease. The Leased Premises are located within the LIFOC Property.

NOW, THEREFORE, for and in consideration of the Leased Premises and the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and the Lessee hereby mutually covenant and agree as follows:

AGREEMENT

1. LEASE OF LEASED PREMISES

1.1 Lease to Lessee

Lessor hereby subleases to Lessee the real property in the City of Irvine, County of Orange, State of California referred to as Parcel A consisting of 45.9 acres, Parcel B consisting of 9.4 acres, Parcel C consisting of 3.1 acres, Parcel D consisting of 12.7 acres, Parcel E consisting of 6.7 acres, and Parcel F consisting of 0.9 acres, for a total of 78.7 acres, as more particularly described and

depicted in Exhibit A attached hereto and by this reference made a part hereof (each, a "**Parcel**" and collectively, the Parcels comprise the "**Leased Premises**"), upon and subject to the covenants, conditions and reservations set forth in this Lease. The Leased Premises are leased as is, with all faults, subject to all liens, encumbrances, covenants, conditions, restrictions, easements, reservations, rights, rights-of-way and other matters of record or apparent, including but not limited to the LIFOC. A copy of the LIFOC is attached hereto as Exhibit B. Lessee acknowledges and agrees that it has reviewed the LIFOC and is fully familiar with the provisions thereof. Lessor and Lessee acknowledge and agree that this Lease creates a landlord-tenant relationship between Lessor and Lessee, and that Lessee shall not become, or be deemed to be, solely by virtue of this Lease or Lessee's performance hereunder, a contractor or a subcontractor to Lessor or Government, either of them, or both of them.

1.2 Appurtenant Facilities

The Leased Premises include any appurtenant facilities, buildings, structures, or other improvements, situated thereon, and no others. Specifically, the buildings commonly known as Building 296, Building 297, Building 388 and Building 96 and depicted on Exhibit A are located on Parcel A.

1.3 License to Use Roads

Lessor grants to Lessee a nonexclusive license and right to access, ingress and egress to and from the Leased Premises over existing private roads owned or leased by Lessor and bordering on the Leased Premises and/or providing access to the nearest public street as hereinafter described. Lessee shall access the Leased Premises at Gate 9 via Marine Way as shown on Exhibit C. All vehicles coming to and departing from Lessee's operations on the Leased Premises shall use the access route designated on Exhibit C. Such designated access routes are hereinafter referred to as the "**Roads**." Subject to compliance with all applicable zoning and noise ordinances, access to the Leased Premises via the Roads shall be available between 6:00 a.m. and 12:00 a.m., seven days per week. The hours of operation may be increased upon mutual agreement between the City and TVI. Lessee understands and acknowledges that Lessor's activities relating to the construction and development of the Project may impact Lessee's access to the Leased Premises from time to time and that there shall be no rent reduction for such time periods.

Lessee shall be subject to and shall comply with the covenants, duties, and obligations of Lessee as set forth in this Lease as if such Roads were part of the Leased Premises including, without limitation, the indemnity obligations set forth in this Lease. Lessee accepts such license at its own risk and acknowledges and agrees that (i) Lessor does not warrant the condition, quality, safety, fitness or adequacy of any of the Roads (including intersections with public roads) or that the same are now or will be in good repair or otherwise fit for use, (ii) Lessor has no obligation to maintain, operate or inspect the condition, quality, safety, fitness or adequacy of any of the Roads, (iii) Lessee shall be responsible for a share of maintenance costs associated with the use of the Roads as determined by Lessor (Lessee shall make payment to Lessor within thirty (30) business days of invoice from Lessor), and (iv) Lessor shall have no liability to Lessee for any defects in, or defective condition of, such Roads whether or not such Roads are maintained by Lessor.

2. TERM

2.1 Original Term

The Term ("**Term**") of this Lease shall commence on the date of the execution of this Lease by all parties (the "**Commencement Date**"), and terminate on the eighth (8th) annual anniversary thereof (the "**Expiration Date**"). Lessee understands and acknowledges that the Term of this Lease is contingent upon the effectiveness of all necessary land use entitlements and that nothing in this Lease is intended to limit the City's exercise of its police power in connection with the discretionary issuance of land use entitlements.

2.2 Renewal Options/Extensions of Term

The parties may mutually agree to extend the Term of the Lease (the "**Renewal Option**") as to any or all Parcels for three (3) successive two (2) year periods (each a "**Renewal Term**"). Lessee shall notify Lessor in writing sixty (60) days prior to the expiration of the Term of its desire to exercise a Renewal Option. Lessee understands and acknowledges that each Renewal Term is subject to the same terms as this Lease and that the Rent shall increase annually as set forth in Section 3.1.1 below.

2.3 Lessor's Option to Terminate

2.3.1 Right to Terminate

Notwithstanding the foregoing, the Lessor may terminate this Lease with respect to individual Parcels of the Leased Premises, provided it is not during a Renewal Term, by giving Lessee at least twelve (12) months prior written notice of Lessor's election to terminate the Lease as of a date not sooner than the earliest possible termination date for each Parcel and at any time thereafter as follows:

(a) Parcel A. Lessor may not terminate this Lease with respect to Parcel A for eight (8) years from the Commencement Date.

(b) Parcel B. Lessor may terminate this Lease with respect to Parcel B five (5) years after the Commencement Date.

(c) Parcel C. Lessor may terminate this Lease with respect to Parcel C three (3) years after the Commencement Date.

(d) Parcel D, Parcel E, & Parcel F. Lessor may terminate this Lease with respect to Parcel D, Parcel E or Parcel F two (2) years after the Commencement Date.

Upon such Termination, Lessee shall vacate and surrender the Parcel in a condition acceptable in accordance with ARTICLE 18.

2.3.2 No Replacement

In the event Lessor exercises its right to terminate this Lease under this Section 2.3, Lessor shall have absolutely no obligation to provide an alternate site for Lessee but nevertheless shall use reasonable efforts to relocate a portion or all of Lessee's operation elsewhere.

2.4 No Payment of Improvement Costs

In no event shall Lessor be obligated to pay to Lessee any cost of capital improvements on the Leased Premises or any other costs, expenses or amounts upon the expiration or earlier termination of this Lease in accordance with this Lease.

2.5 Partial Dislocation

The parties recognize that it is possible that during the Term of this Lease, Lessor may desire to use only a portion of the Leased Premises in the development of the Project. In such event, subject to Lessor's option to terminate as set forth in Section 2.3.1 above, Lessor agrees to negotiate with Lessee to determine if it is physically and economically feasible for Lessee to continue some or all of its operations on that portion of the Leased Premises which Lessor does not then desire to occupy. If Lessee is able to so remain on a portion of the Leased Premises, the parties agree to amend this Lease so as to provide such relevant amendments thereto such as pro-rated rent, etc. If the Parties are not able to so negotiate a modification of this Lease satisfactory to both of them, Lessor agrees to use reasonable efforts to relocate a portion or all of Lessee's operation elsewhere on the premises of the Great Park Property. The rent for the relocated premises shall be based upon the actual square footage or acreage of the relocated premises in accordance with the rates set forth in Section 3.1 below.

3. RENTAL AND ADDITIONAL CONSIDERATION

3.1 Rental

3.1.1 Annual Rental for Leased Premises

Commencing on the Commencement Date, Lessee shall pay in advance, "**Rental**" as provided in this paragraph for the Leased Premises. From the Commencement Date through the conclusion of the first anniversary of the Commencement Date (a "**Lease Year**"), the Rental shall be as follows:

(a) Parcel A - Building 296. The Rental for Building 296 shall be Seven Thousand Five Hundred Fifty Three and 00/100 Dollars ($7,553.00) per acre per year. For purposes of the quarterly advance payment of rent, the parties shall assume that the total area of Building 296 is 3.31 acres, so that the quarterly installments of rent shall be in the amount of Six Thousand Two Hundred Fifty and 00/100 Dollars ($6,250.00), for a yearly Rental of Twenty Five Thousand and 00/100 Dollars ($25,000.00). Notwithstanding the foregoing, the Rental for Building 296 shall be based upon the amount of space in Building 296 that Lessee actually occupies and prorated accordingly for partial occupancy (ie Acreage Occupied x (Number of Days Occupied / 365) x yearly Rent). Upon Lessee obtaining all required permits and completing the infrastructure improvements to Building 296, Lessee shall give Lessor written notice of such completion and include the amount of space they intend to occupy and the date upon which they will commence occupancy.

(b) Parcel A – Building 297. The Rental for Building 297 shall be Seven Thousand Six Hundred Twenty Two and 00/100 Dollars ($7,622.00) per acre per year. For purposes of the quarterly advance payment of rent, the parties shall assume that the total area of Building 297 is 3.28 acres, so that the quarterly installments of rent shall be in the amount of Six Thousand Two Hundred Fifty and 00/100 Dollars ($6,250.00), for a yearly Rental of Twenty Five Thousand and 00/100 Dollars ($25,000.00). Lessee understands and acknowledges that Lessor is presently occupying Building 297 and may continue to occupy Building 297 during the first Lease

Year. After the completion of the first Lease Year, Lessee may request that Lessor vacate Building 297 by giving Lessor at least twelve (12) months prior written notice of Lessee's request that Lessor vacate Building 297. Notwithstanding the foregoing, the Rental for Building 297 shall be based upon the amount of space in Building 297 that Lessee actually occupies and prorated accordingly for partial occupancy (ie Acreage Occupied x (Number of Days Occupied / 365) x yearly Rent). Upon Lessee obtaining all required permits and completing the infrastructure improvements to Building 297, Lessee shall give Lessor written notice of such completion and include the amount of space they intend to occupy and the date upon which they will commence occupancy.

(c) Parcel A - Building 388. The Rental for Building 388 shall be Forty Cents ($0.40) per square foot, per month, triple net. Lessee shall be responsible for all utilities and other building services as provided elsewhere herein with respect to Building 388. For purposes of monthly advance payment of rent, the parties shall assume that the total area of Building 388 is 6,500 square feet, so that the monthly installments of rent shall be in the amount of Two Thousand Six Hundred and 00/100 ($2,600.00), for a yearly Rental of Thirty One Thousand Two Hundred and 00/100 Dollars ($31,200.00).

(d) Parcel A - Building 96. The Rental for Building 96 shall be One and 00/100 Dollar ($1.00) per square foot, per month, triple net. For purposes of monthly advance payment of rent, the parties shall assume that the total area of Building 96 is 4,247 square feet, so that the monthly installments of rent shall be in the amount of Four Thousand Two Hundred and Forty Seven and 00/100 Dollars ($4,247.00), for a yearly Rental of Fifty Thousand Nine Hundred Sixty Four and 00/100 Dollars ($50,964.00).

(e) Site AC. The Rental for Site AC shall be Five Thousand Three Hundred Forty Two and 00/100 ($5,342.00) per acre per year. For purposes of quarterly advance payment of rent, the parties shall assume that the total area of Site AC is 72 acres, so that the quarterly installments of rent shall be Ninety Six Thousand Three Hundred Four and 75/100 Dollars ($96,304.75), for a yearly Rental of Three Hundred Eight Five Thousand Two Hundred Nineteen and 00/100 Dollars ($385,219.00). Notwithstanding the foregoing, Lessor and Lessee understand and acknowledge that a portion of Site AC, of approximately seven (7) acres, is unusable for Lessee's purposes due to the presence of concrete material ("**Material**") which Lessor intends to remove during the Lease Term. Therefore, the Rental for Site AC shall not include the amount of space occupied by the Material so long as such Material is present on Site AC and shall be prorated accordingly for partial occupancy (ie Acreage Exclusive of the Acreage Occupied by the Material x (Number of Days Occupied / 365) x yearly Rent).

At the end of each Lease Year of this Lease, the Rent then existing for the immediately prior Lease Year shall be increased by the percentage increase if any in the "CPI" (as defined below) during that Lease Year, and the first such increase shall be based on a Rental of $467,383.03 per year, exclusive of Building 296 and Building 297. For purposes of this calculation, the "**CPI**" shall be the Consumer Price Index for All Urban Consumers, All Items (Base Year 1982 - 84 = 100) for the Los Angeles-Anaheim-Riverside area published by the United States Department of Labor, Bureau of Labor Statistics, and the percentage increase in the CPI shall be calculated by comparing the CPI which is published most immediately prior to the adjustment date in question, as compared with the CPI for the same month in the preceding year, but in no event shall such adjustment be less than zero.

3.1.2 Green Waste and Wood Waste Host Fees

Lessee shall pay to Lessor as additional rent, quarterly in arrears, a "**Green Waste and Wood Waste Host Fee**" equal to Sixty Cents ($0.60) per ton of "Green and Wood Waste" delivered to the Leased Premises, whether from outside or within the Great Park Property. "**Green and Wood Waste**" shall mean raw, organic plant materials, tree trimmings and wood waste. Lessee shall pay the Green and Wood Waste Host Fee payment to Lessor by the fifteenth (15th) day of the first (1st) month following a completed quarter from which such fees are due. Quarterly payments shall be due in April (1st Q), July (2nd Q), October (3rd Q), and January (4th Q). The final Green and Wood Waste Host Fee payment shall be made within fifteen (15) business days of expiration or earlier termination of this Lease.

3.1.3 Construction and Demolition (C&D) Waste Host Fees

Lessee shall pay to Lessor as additional rent, quarterly in arrears, a "**C & D Host Fee**" equal to Two Dollars and Fifty Cents ($2.50) per ton of "**C&D Waste**" delivered to the Leased Premises, whether from outside or within the Great Park Property, during the term of this Lease. Lessee shall pay the C&D Waste Host Fee payment to Lessor by the fifteenth (15th) day of the first (1st) month following a completed quarter from which such fees are due. Quarterly payments shall be due in April (1st Q), July (2nd Q), October (3rd Q), and January (4th Q). The final C&D Waste Host Fee payment shall be made within fifteen (15) business days of expiration or earlier termination of this Lease.

3.1.4 Other Host Fees

Lessee shall pay to Lessor as additional rent, quarterly in arrears, an "**Other Host Fee**" equal to Fifty Cents ($0.50) per ton of other recyclable waste, (as specified in Section 4.1 below), delivered to the Leased Premises, whether from outside or within the Great Park Property, during the term of this Lease. Lessee shall pay the Other Host Fee payment to Lessor by the fifteenth (15th) day of the first (1st) month following a completed quarter from which such fees are due. Quarterly payments shall be due in April (1st Q), July (2nd Q), October (3rd Q), and January (4th Q). The final Other Host Fee payment shall be made within fifteen (15) business days of expiration or earlier termination of this Lease.

3.1.5 Accounting for Host Fees

Lessee shall maintain accurate and complete records of all transactions related to Lessee's operations on the Leased Premises and the calculation of Green and Wood Waste Host Fees, C&D Waste Host Fees and Other Host Fees (collectively, the "**Host Fees**"). Each quarterly payment of Host Fees shall be accompanied by (i) a statement and back-up documentation, including copies of receipts, ledgers and such other back-up as Lessor may reasonably request from time to time, and (ii) Lessor's certification, signed by Kris Kazarian or another authorized agent of Lessee acceptable to Lessor, that the calculation of Host Fees payable to Lessor is true, complete and correct, and that the backup information included with the payment is true, complete and correct in all material respects. Lessor shall have access, upon reasonable notice, to Lessee's books and records related to the Lessee's operations conducted pursuant to this Lease. Lessee shall keep and maintain all records related to this Lease for a period of four (4) years following termination of this Lease; provided, however, that in the event of a dispute or litigation arising hereunder, Lessee shall maintain the same until such dispute or litigation (including appeals) has finally been resolved. Lessor shall have the right to review and audit Lessee's books and financial records regarding this Lease, at any

time and from time to time during the Term, and for a period of not less than four (4) years following termination of the Lease. Lessee agrees to permit Lessor to reproduce by any means whatsoever or to copy excerpts and transcriptions of such records as reasonably necessary to account for sums due to Lessor hereunder.

3.1.6 Annual Adjustment of Host Fees

Subject to the receipt of final use approvals by the proper regulatory agencies, including but not limited to the City of Irvine, County of Orange, and State of California, after the completion of year two (2) of the Lease, the base rate of each and all Host Fees contained herein shall be adjusted upwards 2% annually on the anniversary of the Commencement Date of this Lease. For illustrative purposes, the new base rate on day one (1) of year three (3) shall be the initial base rate plus 2%. This adjustment rate is not based on any index.

3.2 Water Charges

Lessee shall make its own arrangements necessary to provide water service to the Leased Premises required for the proper conduct of Lessee's operations. Lessee shall pay the cost of all water lines installed for the purpose of conducting the operations. Billing services for water utilized by Lessee will be provided by Developer or its agent pursuant to its arrangement with the appropriate water agency unless Lessee has made other arrangements. Lessee shall pay, before the same are delinquent, all charges for water service to the Leased Premises.

3.3 Other Utility Charges

The Lessee shall make its own arrangements necessary to provide electrical service to the Leased Premises and to provide adequate light and power required for the proper conduct of the operations. The Lessee shall pay the cost of all electrical distribution lines installed for the purpose of conducting the operations. Lessee agrees to pay, before the same are delinquent, all charges for gas, electricity and/or other utilities, services or commodities used by Lessee on the Leased Premises and any and every other charge accruing against the same by reason of the use thereof by Lessee. Billing services for such other utilities utilized by Lessee will be provided by Developer or its agent pursuant to its arrangement with the appropriate utility unless Lessee has made other arrangements.

3.4 Additional Rent

Lessee shall pay to Lessor as and when due, without offset or deduction of any kind, all other amounts required to be paid to Lessor under this Lease, all of which shall be deemed additional rent.

3.5 No Offset

Except as specifically provided in this Lease, rent payable hereunder shall be paid as and when due, without offset or deduction of any kind. Rent shall be payable without prior demand.

3.6 C & D Waste Processing Price Reduction

As additional consideration for the Lease conveyed hereby, Lessee agrees that during the Term, all charges incurred by Lessor for C&D Waste Processing by Lessee shall be reduced by Four Dollars ($4.00) per ton from Lessee's "**Maximum C&D Rate,**" Lessor shall be the party responsible for the payment of all such fees due Lessee, and Lessor shall pay all invoices therefor

within thirty (30) business days after the date thereof. Should Lessee not be in receipt of payment of invoices within such thirty (30) days, Lessee shall be entitled to a late payment charge equal to the Four Dollar ($4.00) price reduction above. Lessor and Lessee agree that this late charge represents a fair and reasonable estimate of the costs that Lessee will incur by reason of late payment by Lessor.

The Maximum C&D Rate, as referenced in this Section, shall be determined as follows:

On a quarterly basis (January, April, July, October), Lessor will survey each of the properly permitted and operational C&D Facilities within Orange County, in operation at the time of the Commencement Date, to obtain their respective posted rates for processing, and recycling or diversion of C&D debris. The rates, as defined, shall in each case be the rate for materials requiring the recovery and recycling or diversion of, at least seventy-five (75%) of the incoming material.

Except as provided below, the Maximum C&D Rate for the quarter shall be computed by calculating the average of the rates obtained by survey.

The following list is an example of a survey of relevant facilities to be used for computing the Maximum C&D Rate. (The posted rates listed below are for illustrative purposes only and do not reflect actual posted rates now or in the future.)

Permitted C&D Facility	City	Posted Rate
CR&R Transfer	Stanton	$46.00/ton
CVT Recycling	Anaheim	$45.50/ton
Madison Materials	Santa Ana	$43.50/ton
Rainbow Disposal	Huntington Beach	$42.50/ton
Sunset Environmental	Irvine	$41.25/ton
	TOTAL AGGREGATE RATE	$218.75/ton
		÷ 5
"Average Survey Rate"		$43.75/ton

In this example, the Maximum C&D Rate for the quarter surveyed shall be $43.75/ton.

Notwithstanding the above computation, the Maximum C&D Rate shall be the greater of (1) the "Average Survey Rate" or (2) the rate computed by adding Twenty-Five Dollars ($25.00) per ton to the "Landfill Disposal Fee" charged to Lessee by the Orange County Waste and Recycling Department. This Twenty-Five Dollar ($25.00) Fee is subject to the Annual CPI Adjustment set forth in Section 3.1.1 above.

4. CARE AND USE OF THE LEASED PREMISES

At all times during the Term of this Lease, Lessee shall at its sole cost and expense perform all of the following obligations:

4.1 Operation

The Leased Premises shall be used solely for the purpose of constructing, operating and maintaining a solid waste facility as defined in California Public Resources Code Section 40194 for:

(a) the importing (including accepting raw organic plant material and wood waste from commercial sources, solid waste haulers, tree trimming firms, landscaping and gardening firms, and the general public), grinding, composting, blending, bagging and sale of organic materials, bark and wood materials and such incidental operations typically associated with the operation of a commercial wholesale mulch, soils amendment, wood chip or bark processing and mulch manufacturing facility, including rubber mulch products, and other landscaping products;

(b) the handling, recovering and/or processing of C&D Waste generated from any location whether from or off the Great Park Property; and

(c) the handling, recovering and/or processing of electronics for recycling, food waste recycling, vermicomposting, residential curbside recyclables processing, recyclables buy-back center, select commercial waste recycling, utilization of waste conversion technologies and other renewable energy features, and other uses as may be approved during the Interim Use Permit ("**IUP**") process. A description of such processes and uses is attached as Exhibit D attached hereto and by this reference incorporated herein.

No organic additives (such as steer, horse or chicken manure), chemicals, sewage, sludge or human waste of any kind shall be added, used or stored on the Leased Premises without Lessor' prior written consent, which may be withheld in Lessor's sole and absolute discretion. Composting materials may be piled in windrows not higher than 12 feet and not wider than 20 feet at the base. Lessee's operations for the Leased Premises shall conform to all requirements of the Orange County Fire Authority and the regulations of each entity issuing permits governing these operations, and, with respect to the Leased Premises, all terms and conditions of the LIFOC. Lessee acknowledges that Section 5.1 of the LIFOC provides that any sublease that involves the use of hazardous or toxic materials, including those of an explosive, flammable or pyrotechnic nature, as provided in 10 U.S.C. 2692, shall require prior Department of the Navy approval. Lessee represents and warrants that its use of the Leased Premises shall not involve the use of any materials for which the Department of the Navy's prior approval would be required pursuant to the LIFOC. Lessee shall not undertake any activity that may affect an identified historic or archaeological property, including excavation, construction, alteration or repairs of the Leased Premises. Buried cultural materials may be present on and around the Leased Premises. Tenant shall do nothing to disturb such cultural materials.

4.2 Maintenance of the Leased Premises

4.2.1 Vectors

Lessee shall use all reasonable measures to prevent the propagation, harborage or attraction of insects, birds and other vectors.

4.2.2 Odors

Lessee shall manage the operation so as not to create odors or aromas that affect persons on land adjacent to the Leased Premises and are excessive for customary composting and related operations of the nature and size contemplated by this Lease.

4.2.3 Dust & Litter

Lessee shall manage the operation in a manner that minimizes litter, hazards, nuisances, and noise impacts; and minimizes human contact with inhalation, ingestion, and transportation of dust, particulates, and pathogenic organisms.

4.2.4 Keep Free of Weeds

Lessee shall keep the Leased Premises reasonably free and clean of noxious weeds and other volunteer growth.

4.2.5 Protect Water Transmission and Other Utilities

Lessee shall protect in place and maintain in good condition any water transmission or other utility facilities located upon the Leased Premises.

4.2.6 Repair

Lessee shall maintain and repair all improvements on the Leased Premises, including all fences and those improvements required to be constructed by Lessee under ARTICLE 5 below, and shall keep all such improvements in a good and safe condition, reasonable wear and tear excepted. Lessee shall repair and restore every portion of the Leased Premises that has been damaged by Lessee or Lessee's Representatives (hereinafter defined).

4.2.7 Signs

Lessee shall not place or maintain any signs on the Leased Premises without Lessor's prior written approval, which approval may be conditioned (as to number, location, size, color and design) or withheld in Lessor's sole and absolute discretion, except Lessor shall expeditiously review (which approval shall not be unreasonably withheld) those signs required of the Lessee under applicable permits or law or Section 4.2.10 below.

4.2.8 Storage

No underground storage of gasoline or other fuels shall be permitted; provided that Lessee may, subject to all applicable laws and Lessor standard storage tank guidelines, (a) store, above ground on the Leased Premises, up to 2,500 gallons total of red diesel fuel, and (b) handle and transport offsite for disposal waste oil, lubricants and other automotive fluids in connection with maintenance of vehicles on the Leased Premises. Except as specifically provided in the foregoing sentence, no hazardous or toxic wastes, substances or materials shall be stored, placed or used on the Leased Premises.

4.2.9 Drainage

Lessee shall keep all drains, drainage outlets and other drainage structures, if any, upon the Leased Premises in good condition and repair, and Lessee shall keep in good repair and open for the unrestricted flow of water and reasonably free of weeds and other growth all ditches and other drainage facilities in, upon and adjacent to the Leased Premises. Lessee shall accept all natural existing drainage onto the Leased Premises, and shall not discharge that drainage or any drainage from the Leased Premises off the Leased Premises except "clean" drainage flowing into the existing county and city approved drainage courses through an inlet approved by Lessor (which approval shall

not be unreasonably withheld). Existing drainage or runoff berms and ditches shall be maintained by Lessee in a good and operable condition, and Lessee shall perform such other drainage improvements as may be required under the "**Permits**" (as defined below) or under applicable law. Lessee shall not create any new berms or ditches on or adjacent to the Leased Premises without Lessor's prior written approval (which approval shall not be unreasonably withheld). Lessee shall be responsible for erosion and sediment control relating to all activities under this Lease, including any requirements relating thereto imposed by the County of Orange, and shall file a Storm Water Pollution Prevention Plan, if required, with the California State Water Resources Control Board (as provided in Section 6.2.3 below). Lessee shall manage its use of water on the Leased Premises and otherwise control surface water in order to minimize soil erosion and silt run-off from the Leased Premises.

4.2.10 Windrows

Lessee shall be solely responsible for maintaining, including but not limited to pruning as necessary to insure safety of persons working or passing near the windrows, all windrows on or adjacent to the Leased Premises and any access roads, and shall keep such windrows in a good and safe condition. All pruning shall be conducted only with prior written approval of Lessor and require pruning specifications to be issued or approved by a certified arborist approved by Lessor.

4.2.11 Good Management Practices

Lessee shall procure and supply all labor, tools, machinery, utilities and supplies necessary for Lessee's activities under this Lease, and do and perform all other acts and things which may be required to fully carry out the operations herein described, all of which shall be done and performed by Lessee in accordance with the best management practices outlined by the Soil Conservation Service and as enforced by the Environmental Management Agency of the County of Orange, and with respect to the Leased Premises, subject to the terms and conditions of the LIFOC. Unauthorized human or animal access to the Leased Premises shall be prevented. The Lessee shall provide fire prevention, protection and control measures, including, but not limited to, temperature monitoring of windrows and piles, adequate water supply for fire suppression, and the isolation of potential ignition sources from combustible materials. Fire lanes shall be provided to allow fire control equipment access to all operation areas. The Lessee shall keep the site of its operations within the Leased Premises clean and neat at all times. The Lessee shall place all debris of any kind, including packing materials, removed landscaping, unused equipment, waste, rubbish and all other construction and excavation debris in suitable containers or neat piles as appropriate and as approved by the Lessor. Such materials shall be regularly removed and disposed appropriately. The Lessee shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times of a dangerous condition to be encountered as a result of the operations of the Lessee.

4.2.12 Sanitation

The Lessee shall provide all necessary sanitation accommodations for the use of its employees, subcontractors and invitees in the conduct of the operations, and shall maintain the same in a clean and sanitary condition. The Lessee shall provide an adequate supply of clean, potable drinking water, which shall be dispensed through appropriate sanitary facilities. The Lessee shall obey and enforce such sanitary regulations as may be prescribed by the State Department of Health Services, the County of Orange, and other authorities having jurisdiction over sanitation in connection with the conduct of the operations.

4.3 Removal of Materials

4.3.1 Removal by Lessee

Lessee shall be solely responsible for removing and disposing of all materials, supplies, equipment and property brought or allowed on the Leased Premises by Lessee or Lessee's Representatives.

4.4 Access Roadway

4.4.1 Improvement

Lessee shall be responsible for any improvements to Roads required for Lessee's use of the Leased Premises, including any improvements required by a governmental agency as a condition to obtaining necessary permits for Lessee's operations on the Leased Premises.

4.4.2 Maintenance

Notwithstanding Lessee's maintenance obligations for the Roads as set forth in Section 1.3 above, where Lessee is the sole user of a Road, Lessee shall be solely responsible for maintenance and repair of such Road as required by any applicable laws, rules, regulations, ordinances or permits.

4.4.3 Other Users

In the event Lessor leases or conveys land adjacent to or served by the Roads for something other than agricultural purposes, such user shall have the right to make further improvements to the Roads, and thereafter Lessee and such user shall equitably share maintenance and repair costs. Lessor and its agricultural and other lessees or licensees of a nature similar to existing persons or entities using the Roads shall not share in the cost to maintain or repair such Roads.

5. IMPROVEMENTS TO LEASED PREMISES

5.1 Permitted Improvements

Lessee intends to install (and Lessor hereby consents to the installation of), but only pursuant to Plans and Specifications approved by Lessor (a) a mobile field office and equipment trailer, (b) a "portable" type weight station (scalehouse), and (c) truck scales. In addition to all the permitted uses set forth in Section 4.1 above, as well as all the permitted improvements listed herein, Lessor also agrees that Lessee can install renewable energy equipment, machinery and/or devices in or on Buildings 296 and/or 297, subject to Lessor's prior consent and provided that Lessee secures any required governmental approvals or permits. Lessor shall not be responsible for securing any of the governmental approvals and/or permits therefor. Except as permitted under the foregoing sentences, no other improvements shall be constructed or placed on the Leased Premises except with Lessor's prior written approval. All equipment and machinery shall be stored inside a building except for processing equipment not customarily stored inside.

5.2 No Other Improvements without Lessor's Consent

Except as provided in Sections 5.1 above, Lessee shall not make or suffer to be made any changes, alterations, additions or improvements in, upon or about the Leased Premises without the written consent of Lessor first obtained and Lessor shall not be called upon to make any additions, alterations, improvements or repairs in, on or about the Leased Premises. As a condition to any consent, Lessor may require that Lessee prepare a risk assessment that addresses any and all concerns of Lessor. The adequacy of the risk assessment shall be determined in Lessor's sole discretion.

6. LESSEE'S OPERATIONS

6.1 No Unauthorized Use

The Leased Premises and all improvements constructed and maintained thereon shall be used by Lessee for the purposes set forth in Section 4.1 above and for no other use or purpose. Lessee shall observe and comply with the "Rules and Regulations" attached hereto as Exhibit E, and all reasonable non-discriminatory modifications thereof and additions thereto from time to time put into effect and furnished to Lessee by Lessor, provided, however, that Parking Rule numbers 2, 4, and 9 shall not apply to Lessee's use of the Leased Premises. Lessee shall, at its sole cost and expense, observe and comply with all requirements of any board of fire underwriters or similar body relating to the Leased Premises, all-recorded covenants, conditions and restrictions now or hereafter affecting the Project, and all laws, statutes, codes, rules and regulations now or hereafter in force relating to or affecting the use, occupancy, alteration or improvement (whether structural or non-structural) of the Leased Premises, including, without limitation, the provisions of Title III of the Americans with Disabilities Act of 1990 and all regulations promulgated pursuant thereto (as amended, "the ADA") as it pertains to Tenant's use, occupancy, improvement and alteration of the Premises (whether, except as otherwise provided herein, structural or nonstructural, including unforeseen and/or extraordinary alterations and/or improvements to the Leased Premises, regardless of the period of time remaining in the Lease Term). Lessee shall not use or allow the Leased Premises to be used (a) in violation of any recorded covenants, conditions and restrictions affecting the Great Park Property or of any law or governmental rule or regulation, or of any certificate of occupancy issued for the Leased Premises or, or (b) for any improper, immoral, unlawful or reasonably objectionable purpose. Lessee shall not do or permit to be done anything that will obstruct or interfere with the rights of other tenants or occupants of the Great Park Property, or injure or annoy them.

6.2 Compliance with Laws

6.2.1 Compliance with General Laws

Lessee shall comply with all laws, statutes, zoning restrictions, permits, ordinances, or governmental laws, rules, regulations or requirements of any duly constituted public authority having jurisdiction over the Leased Premises now in force or which may hereafter be in force, and all conditions, easements or restrictions now or hereafter encumbering the Leased Premises, including but not limited to the LIFOC. Lessee shall not commit any public or private nuisance or any other act or thing which might or would disturb the quiet enjoyment of any other lessee or Lessor or any occupant of nearby property or which might or would injure the reputation of the Leased Premises; provided, however, that for purposes of this paragraph the use of the Leased Premises specifically permitted hereunder (and the inherent noise and odors which are normal for customary composting and related operations of the nature and size contemplated by this Lease) shall not be considered a public or private nuisance.

6.2.2 Comply With Air Quality Requirements

Lessee shall at its sole cost and expense comply with all requirements of the South Coast Air Quality Management District ("**SCAQMD**") rules including Rule 403 (governing fugitive dust emissions), including, if applicable, the requirements of any approved fugitive dust emissions control plan prepared by Lessor or Lessee for the Leased Premises and Rule 1133 (governing composting, chipping and grinding). If no such approved fugitive dust emissions control plan currently exists, and if such plan is required by SCAQMD or other applicable governmental agency for the Leased Premises, Lessee shall at its sole cost prepare and implement such plan in accordance with Rule 403, and in such event Lessee shall provide Lessor with a copy of such plan within ten (10) business days of submission of same to SCAQMD.

6.2.3 Comply With Storm Water Regulations

Lessee shall at its sole cost and expense comply with and give all notices required by all state, county or city public laws, ordinances and regulations, including the federal Clean Water Act, 33 U.S.C. §§1251 et seq., regulations and orders of the California State Water Resources Control Board, and regulations and orders of the California Regional Water Quality Control Board, whether imposed on the owners or operators of land, applicable to the control of soil erosion, storm water discharge and silt run-off on or from the Leased Premises. The foregoing requirements shall include, if necessary, filing a Notice of Intent and Storm Water Pollution Prevention Plan with the California State Water Resources Control Board, and shall include, if applicable, compliance with all waste discharge requirements for construction dewatering as specified in Order No. 86-149 of the California Regional Water Quality Control Board, Santa Ana Region.

6.2.4 Occupational Safety and Health Act

Lessee shall at its sole cost and expense comply with the requirements of the Occupational Safety and Health Act of 1970, 29 U.S.C., Section 651 et. seq. and any analogous legislation in California, as well as Proposition 65, Cal. Health & Safety Code §§25249.6 et seq. (collectively, the "**Act**"), to the extent that the Act applies to the Leased Premises and any activities thereon and without limiting the generality of the foregoing, Lessee covenants to maintain all working areas, all machinery, structures, electrical facilities and the like upon the Leased Premises in a condition that fully complies with the requirements of the Act including such requirements as would be applicable with respect to agents, employees or contractors of Lessor who may from time to time be present upon the Leased Premises.

6.2.5 Orange County Fire Authority Regulations

Lessee shall at is sole cost and expense comply with all requirements of the Orange County Fire Authority, and shall pay all fines or charges assessed regarding operations on the Leased Premises during the Term.

6.3 Use of Chemicals

Lessee shall not use, store, apply or dispose of chemicals in its operation or on the leased premises except as specifically permitted under Section 4.2.8 above.

6.4 Use of Toxic Materials

6.4.1 No Toxic Materials

Lessee shall not permit or suffer placement, storage, disposal or discharge of any "Toxic Materials" (as hereinafter defined) on, under or at the Leased Premises and Lessee shall not (except as specifically permitted under Section 4.2.8 above) erect, emplace or maintain any tank, vessel or container designed or suitable for holding Toxic Materials on or about the Leased Premises without the prior written consent of Lessor which consent may be withheld or denied or made subject to conditions in the sole discretion of Lessor. Lessor shall not be liable to any third party as a result of giving or withholding its consent. Lessee shall, at its sole cost and expense and whether or not Lessor' consent has been obtained, also comply with all laws, orders, permits, regulations, rules, ordinances or other governmental requirements relating to Lessee's storage, discharge, application, use, and disposal of Toxic Materials on, under, in or about the Leased Premises, including but not limited to those set forth in the LIFOC with respect to the Leased Premises. As used in this Lease, the term "**Toxic Materials**" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government (other than the chemicals referenced above), including, but not limited to, any material or substance which is (a) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (b) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substances Account Act), (c) defined as a "hazardous material" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (d) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.1 (Underground Storage of Hazardous Substances), (e) petroleum, (f) asbestos, (g) polychlorinated biphenyls, (h) formaldehyde, (i) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (j) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (k) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (l) defined as "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), or (m) of an explosive, flammable or pyrotechnic nature as provided in 10 U.S.C. Section 2692. Upon the discovery by Lessee of the presence of any Toxic Materials on, under, in or about the Leased Premises, and if the Lessee is responsible for the introduction of the Toxic Materials, the Lessee shall promptly notify Lessor of such discovery in accordance with Section 25359.7 of the California Health and Safety Code and, within 30 days after such discovery, shall submit to Lessor a written plan setting forth a description of the action which Lessee proposes to take with respect thereto, including, without limitation, any proposed corrective work, the estimated time of completion, the person or persons to perform the work if other than Lessee and such other information as is relevant to the action to be taken. If Lessee does or proposes to store, discharge, apply, use, remove or dispose of any Toxic Materials on, under, in or about the Leased Premises, Lessee shall notify Lessor in writing at least ten (10) business days prior to such activity on, under, in or about the Leased Premises, which notice shall set forth the action which Lessee proposes to take to comply with the storage, discharge, application, use, removal or disposal of the Toxic Materials in accordance with applicable laws, and shall obtain Lessor's prior written approval prior to any such application, use, removal or disposal of Toxic Materials. Lessor shall not consent to any such

proposal to apply, use, remove, or dispose of Toxic Materials that would not be permitted under the LIFOC for the Leased Premises, or that would be excluded from coverage under the "**Environmental Insurance Policy,**" hereinafter defined. Lessee's failure to do so shall constitute a default under this Lease. Lessor may, at any time or from time to time, require that Lessee conduct, at Lessee's sole cost and expense, reasonable monitoring activities with respect to Toxic Materials by Lessee on the Leased Premises satisfactory to Lessor in its sole discretion. Lessee shall not clean up, remove, dispose of or discharge any Toxic Materials from the Leased Premises including, without limitation, disposal through public or private sewers or drainage systems, without (i) obtaining Lessor' prior written consent to such proposed clean up, removal, disposal or discharge, (ii) obtaining all required governmental approvals for such clean up, removal, disposal or discharge, including but not limited to any such approval as may be required pursuant to the LIFOC with respect to the Leased Premises, and (iii) obtaining all governmental and private approvals for neutralizing and/or storage of such Toxic Materials after clean up, removal, disposal or discharge, including but not limited to any such approval as may be required pursuant to the LIFOC with respect to the Leased Premises.

6.4.2 Lessee to Give Lessor Notice of Environmental Issues

Lessee shall notify Lessor of and provide to Lessor a copy of the following environmental entitlements or inquiries related to the Leased Premises: third party claims, notices of violation, notices to comply, citations, inquiries, reports filed pursuant to self-reporting requirements, reports filed pursuant to any governmental law or regulation relating to underground tanks or Toxic Materials. In the event of release, regarding which Lessee has actual knowledge or receives notice, of any Toxic Materials into soil of or groundwater beneath the Leased Premises or into the atmosphere or any water course, body of water or sewer, Lessee will (a) deliver to Lessor written notice of same and (b) furnish to Lessor a copy of any and all reports, and correspondence with governmental agencies relating to the Leased Premises. Upon request of Lessor, Lessee will furnish to Lessor a copy of any and all environmental entitlements or inquiries relating to the Leased Premises, including, but not limited to all permit applications, permits and reports, including those which may be characterized as confidential. Lessee shall not take any remedial action related to Toxic Materials, above ground tanks or underground tanks located in or about the Leased Premises, and shall not enter into any settlement, consent decree or compromise in response to any claim related to toxic materials or underground tanks which shall be in any way connected with the Leased Premises, without first notifying Lessor of Lessee's proposed action and affording Lessor a reasonable opportunity to appear, intervene, or otherwise participate in any discussion or proceeding for the purpose of protecting Lessor's interests in the Leased Premises.

6.4.3 Lessee's Indemnity for Toxic Materials

Lessee hereby agrees to defend, indemnify and hold Lessor, OCGPC, the Government and their respective officers, employees, directors, council members, shareholders, agents, representatives and professional consultants, and its and their respective successors and assigns (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, liabilities, general, special, consequential and/or incidental damages, injuries, costs, expenses and claims of any and every kind whatsoever (including without limitation, court costs, attorneys' fees, damages to any person (including the Indemnified Parties), the Leased Premises, or other property or loss of rents due under this Lease) which at any time or from time to time, may be paid, incurred or suffered by, or asserted against them for, with respect to, or as a direct or indirect result of, with or without fault (a) any breach by Lessee of the covenants set forth in this ARTICLE 6, (b) any accident, overspray, or occurrence causing injury to any person or property (including that of Lessor or the other Indemnified Parties), either directly or indirectly, due to the use of chemicals on the Leased

Premises by Lessee or Lessee's Representatives, the presence of any Toxic Material on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Toxic Material from the Leased Premises (including the materials located on the Leased Premises), during the Term of this Lease; provided, however, that no Indemnified Party shall be entitled to indemnification hereunder to the extent any such claim is ultimately established by a court of competent jurisdiction to have been caused (A) by the active negligence or willful misconduct of such Indemnified Party or (B) any material breach by Lessor of its obligations under this Lease. Lessor retains the right to (x) refuse Lessee's proffered defense of any action or proceeding brought against Lessor or the Indemnified Parties regarding which Lessee is obligated to indemnify as provided above, and (y) to select and direct independent legal counsel, and Lessee shall nevertheless pay all of Lessor's attorneys' fees and costs of litigation incurred in connection therewith. The provisions and undertakings and indemnifications in this ARTICLE 6 are in addition to, and not by way of limitation of, the undertakings and indemnifications in ARTICLE 12 below and shall survive termination of this Lease. Payment shall not be a condition precedent to recovery under any indemnification in this Lease, and a finding of liability or an obligation to indemnify shall not be a condition precedent to the duty to defend.

6.4.4 Lessor' Right to Require Environmental Audit

At any time during or up to three years (3) after the Term of this Lease, Lessor may require Lessee to conduct an audit of its records and of the soil of the Leased Premises at Lessee's cost and expense to determine any conditions to the soil caused by application of Toxic Materials to the Leased Premises by Lessee. Lessor may require Lessee to remove, neutralize or clean up any residual chemicals, or, except as provided in Section 6.4.5 below, Toxic Materials discovered or identified by such audit.

6.4.5 Assumption of Risk Regarding Toxic Materials on Leased Premises

Lessee acknowledges that the soil and/or groundwater at the Leased Premises may be contaminated as a result of the chemical trichlorethylene/tetrachlorethylene, TCE, 1,1,1-TCA, dichloromethane, chloroform or other chemicals emanating from former use as a Marine Base, and other Toxic Materials deposited on the Leased Premises from "fly-over" activity of aircraft prior to closure of the Marine Base. Lessee shall be solely responsible for all consequences of any death, damage or injury to Lessee's Representatives relating to any such materials. Lessor shall not in any case be responsible for, and Lessee hereby releases and waives all claims and demands relating to, lost profits or other losses to or expenses of Lessee's operations or business as a result of any removal of or remediation activities by Lessor or the Government (and the existence of such Toxic Materials prior to and during such removal and remediation activities).

6.4.6 Lessee's Waiver of Claims

Lessee hereby relinquishes, releases and waives all claims, demands, actions and causes of action against Lessor and the other Indemnified Parties for damages (including lost profits), costs and expenses suffered by Lessee as a result of any past, present or future Toxic Materials, or other chemicals on the Leased Premises, whether known or unknown, (including, without limitation, in the groundwater underlying, and the domestic water serving, the Leased Premises) or with respect to any past, present or future violations of any and all federal, state and local statutes, ordinances, rules, regulations, laws, guidance documents, judgments, governmental authorizations, or any other requirement of governmental authorities, as may presently exist or as may be amended or supplemented, or hereafter enacted or promulgated, relating to the presence, release,

generation, use, handling, treatment, storage, release, transportation or disposal of Toxic Materials, or the protection of the environment or human, plant or animal health, including, without limitation, (i) any and all rights Lessee may now or hereafter have against Lessor or respecting the Leased Premises under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.CA §9613), as the same may be further amended or replaced by any similar law, rule or regulation; (ii) any and all rights Lessee may now or hereafter have against Lessor under any other Environmental Laws; and (iii) any and all claims, whether known or unknown, based on nuisance trespass or any other common law or statutory provisions.

6.4.7 Warranties and Representations

Lessor and Lessee acknowledge that the Leased Premises is within the LIFOC Property, is contaminated and is subject to remediation by the Government as described in the LIFOC. Lessee represents and warrants to Lessor that Lessee shall not operate in a manner so as to void or modify the Government's obligations to remediate the Leased Premises pursuant to the LIFOC, or that would have the effect of voiding or reducing the insurance coverage of the Environmental Policy.

6.4.8 Pre-Existing Environmental Conditions; Certain Duties of Tenant

Lessee has previously received and reviewed that certain Executive Summary of an Environmental Baseline Survey for Lease ("**EBS**") and an excerpt from a Finding of Suitability to Lease ("**FOSL**"). The EBS sets forth certain, existing environmental conditions of the Leased Premises as represented by the baseline survey, which has been previously conducted by the Government. Lessee acknowledges that it has reviewed and is aware of the notifications and restrictions contained in the FOSL and shall conduct its activities on and about the Leased Premises in accordance therewith. Lessee acknowledges that the Great Park Property is an installation identified as a National Priorities List ("**NPL**") Site under the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**") of 1980, as amended. Lessee acknowledges that the Government has previously provided with a copy of the Federal Facility Agreement ("**FFA**") entered into by the United States Environmental Protection Agency ("**EPA**") Region, the State of California, and the Government. Lessee agrees that should any conflict arise between the terms of such agreement as it presently exists or may be amended ("**FFA**" or "**Interagency Agreement (IAG)**") and the provisions of this Lease, the terms of the FFA or IAG will take precedence. Lessee further agrees that Lessor assumes no liability to Lessee should implementation of the FFA interfere with Lessee's use of the Leased Premises. Lessee shall have no claim on account of any such interference against Lessor or any of Lessor's council members, officers, agents, employees, contractors or subcontractors.

(a) Lessee acknowledges that the Government, EPA and the State of California, and their officers, agents, employees, contractors and subcontractors, have the right to enter upon the Leased Premises for the purposes enumerated in this Section and for such other purposes consistent with any provisions of the environmental cleanup program (including but not limited to the BRAC Cleanup Plan, FFA, or IAG) and the Installation Restoration Program ("**IRP**"). In addition, Lessee acknowledges that access by Government may be required:

(i) to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test-pitting, testing soil borings and other activities related to the cleanup program;

(ii) to inspect field activities of Government and its contractors and subcontractors in implementing the cleanup program;

(iii) to conduct any test or survey required by EPA or applicable state equivalent relating to the implementation of the cleanup program;

(iv) to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the cleanup program, including but not limited to monitoring wells, pumping wells and treatment facilities.

(b) Lessee agrees to comply with the provisions of any health or safety plan in effect under the IRP or the FFA during the course of any of the above described response or remedial actions. Lessee shall have no claim on account of such entries against the Lessor or any of Lessor's council members, officers, agents, employees, contractors or subcontractors.

(c) Lessee shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act or its applicable state equivalent. Lessee must provide at its own expense such hazardous waste management facilities complying with all laws and regulations. Any violation of the requirements of this condition shall be deemed a material breach of this Lease.

(d) Lessee shall not conduct any subsurface excavation, digging, drilling or , except with the prior written approval of Lessor, other disturbance of the surface.

(e) Lessor shall not be responsible for any removal or containment of ACM, LBP or PCBs. Lessee shall not make any improvements or repairs that require the disturbance of or removal of asbestos.

(f) Asbestos or ACM which during the period of this Lease becomes damaged or deteriorated through the passage of time, as the result of a natural disaster or as a consequence of Lessee's activities under this Lease, including but not limited to any emergency, will be abated by Lessee at its sole cost and expense. Lessee shall be responsible for monitoring the condition of existing asbestos and ACM on the Premises for deterioration or damage and accomplishing repairs or abatement.

6.4.9 Potable Water; Groundwater

Lessee acknowledges that Lessor is not certain of the quality of the domestic water serving the Leased Premises, including whether such water may be contaminated with certain Toxic Materials and/or whether the use and consumption of such water by any party will be hazardous to such parties' health. If, at any time, the parties become aware of or discover that the domestic water serving the Leased Premises is contaminated or may be harmful to any person using or consuming such water, Lessee shall prevent any person from accessing, drinking or otherwise using any water serving any portion of the Leased Premises. In furtherance of the foregoing, (i) Lessee shall disable any and all water lines, faucets, taps and similar items that may cause any party to come into contact with such water unless Lessee first installs a water purification or other water

control system approved by Lessor in its reasonable discretion, (ii) Lessee shall not use or access the groundwater, nor shall Lessee move, destroy or otherwise disturb or cause to be disturbed any existing groundwater monitoring well, soil vapor extraction (SVE) well, or lysimeter and associated equipment, and (Iii) Lessee shall take all additional actions and preventative measures that Lessor deems appropriate with respect to any contaminated water.

6.5 Permits

Lessee shall, at Lessee's sole cost and expense, obtain and maintain at all times during the Term all permits, entitlements, authorizations, and licenses, including but not limited to "composting" and "grinding" permits, necessary or desirable for Lessee's use of the Leased Premises as permitted under this Lease. Lessee shall, promptly after the Commencement Date, reimburse to Lessor the costs of any fees and permits paid for by Lessor under the License Agreement that are applicable to the Leased Premises during the Term of this Lease or to Lessee's operations on the Leased Premises. The parties acknowledge that for ease of administration Lessee may seek required permits for the entire Great Park Property. Notwithstanding, Lessee shall be entitled to use only the Leased Premises for the uses authorized herein, and any permits exceeding the area of the Leased Premises shall not create in Lessor an exclusive right to conduct Lessor's business outside of the Leased Premises. Upon Lessor's request, Lessee shall modify any such permit that exceeds the area of the Leased Premises as necessary to allow other recycling operations on the Great Park Property outside of the Leased Premises.

6.6 Fines, Penalties, Costs

Lessee shall pay all fines, fees, penalties and costs of compliance, whether assessed upon Lessee or Lessor, associated with Lessee's failure to timely obtain any permit, entitlement, authorization or license or comply with any requirement thereof or any applicable law, regulation or ordinance including those referred to in this ARTICLE 6.

7. CONDITION OF THE PREMISES

Lessee hereby acknowledges that (a) the Leased Premises have been used for military purposes associated with the former El Toro Marine Base (the "**Marine Base**"), including the use of hazardous materials, and that hazardous materials are known to exist at the Leased Premises, including but not limited to trichloroethylene ("**Tees**") or other substances that may be present in the subsurface soil or ground water, (b) any buildings, trailers, mobile offices, homes or other structures located on the Leased Premises may contain asbestos, polychlorinated biphenyls, formaldehyde or other Toxic Materials or may otherwise be structurally unsound or uninhabitable, (c) access roads and intersections between such access roads and public roads are not maintained by Lessor and may not have been constructed to current public road standards, and Lessee shall be solely responsible for insuring that all persons using same in connection with Lessee's use of the Leased Premises shall do so in a safe manner, (d) trees on the Leased Premises or roads used for access to or from the Leased Premises are not maintained by Lessor, and limbs may break and fall from such trees without notice, and (e) use by others of access roadways across the Leased Premises may result in dust being deposited on the Leased Premises. This Lease is made "AS IS" and is subject to and without liability to Lessor or the Indemnified Parties because of or resulting from any of the foregoing conditions, any other soil or ground water condition any other condition of the Leased Premises. It is understood and agreed that Lessee has made, or prior to the commencement of the Term of this Lease will make, subject to the restrictions set forth in the LIFOC as to the Leased Premises, its own tests and inspections to determine the suitability of the Leased Premises for the purposes set forth in this Lease,

including but not limited to tests and inspections to determine whether pesticides or weed control chemicals, agricultural fertilizers and other chemicals have been used on the Leased Premises, and that Lessee has itself determined that such use, if any, has not and will not render the soil of the Leased Premises unsuitable for the purposes set forth in this Lease or cause damage or injury to any Lessee Representative. Lessee is relying exclusively upon its own investigation and the reports, advice, opinions and recommendations of its agents and consultants. Lessee acknowledges that neither Lessor nor any Indemnified Party has made any representation or warranty to Lessee regarding the fitness of the Leased Premises for Lessee's intended use, or any other purpose, nor have any of them made any other representation or warranty regarding the Leased Premises.

8. TAXES

As a further consideration for this Lease, Lessee agrees to pay prorated real property taxes, all possessory interest taxes and prorated general and special assessments levied upon or assessed against the Leased Premises and prorated taxes, general and special assessments and other charges of every description which during the Term of this Lease may be levied upon or assessed against all buildings and other improvements, equipment and personal property upon the Leased Premises, owned by Lessee. In the event any such taxes, assessments and other charges levied upon or imposed upon such items are not assessed to Lessee, Lessee agrees to make payment to Lessor in the amount thereof within ten (10) business days following delivery by Lessor to Lessee of a statement therefore. If any prorated taxes, possessory interest taxes or assessments are imposed in connection with the rentals or other charges payable to Lessor under this Lease, then such taxes or assessments shall be paid by Lessee; provided, however, that Lessee shall not in any event be required to pay any income or franchise tax of Lessor. The Parties agree to meet and confer upon the reasonableness and amount of proration described in this section.

9. [RESERVED]

10. LIENS

Lessee agrees that it will pay or cause to be paid all costs of work done by it or caused to be done by it on the Leased Premises which will or may result in a lien on the Leased Premises or other property of Lessor, and Lessee shall keep the Leased Premises and other property of Lessor free and clear of all mechanics' liens, stop notices, foreclosures, and other liens (collectively, "**Liens**") on account of work done for Lessee or persons claiming under Lessee. If such liens shall at any time be filed against any part of the Leased Premises or other property of Lessor, then Lessee shall either cause any such lien to be discharged within thirty (30) days after the recording thereof, or if Lessee, in Lessee's discretion and in good faith determines that such lien should be contested, shall furnish a bond or other security as may be necessary or required to prevent any foreclosure or other proceedings against the Leased Premises or Lessor during the pendency of such contest. If Lessee shall fail to furnish such bond or security, then, in addition to any other right or remedy of Lessor resulting from Lessee's default, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or a bond or in such other manner as is, or may be, prescribed by law. Lessee shall reimburse and repay to Lessor, as additional rent, on demand, all sums disbursed or deposited by Lessor pursuant to the provisions of this ARTICLE 10, including all costs and expenses and attorneys' fees incurred by Lessor in connection therewith. Nothing contained herein shall, imply any consent or agreement on the part of Lessor to subject Lessor estate to liability under any mechanics' lien or other lien law.

Should any claims of lien or stop notices be filed against any portion of the Leased Premises or any action affecting title to any portion of the Leased Premises be commenced, the party receiving notice of such lien or action shall forthwith give to the other party written notice thereof. Lessor or its representatives shall have the right to post and keep posted upon the Leased Premises or any portion thereof notices of nonresponsibility or such other notices that Lessor may deem proper for the protection of Lessor interest in the Leased Premises. Lessee shall, before commencement of any work that might result in such lien, give Lessor written notice of its intention to do so specifying the time of commencement of such work in sufficient time prior to such work to enable the posting of such notices.

11. RESERVATIONS

11.1 Right to Inspect Leased Premises

Lessor reserves the right, by its agents and employees, to enter upon the Leased Premises, or any permanent or temporary office or structure on the Leased Premises or any part thereof, at any time or times during the Term of this Lease, for the purpose of inspecting the same and all work and operations conducted thereon by Lessee, and of otherwise protecting Lessor's interest in and to the Leased Premises, and Lessor shall have the right to maintain such notices on the Leased Premises as may be necessary to protect Lessor against loss or liability from mechanics' liens or otherwise.

11.2 Right to Inspect and Use Other or Adjacent Land

Lessor reserves the right at any time during the Term of this Lease to enter upon the Leased Premises for the purpose of inspection, construction, installation, repair, restoration, replacement and operation of pipelines, ditches, water transmission or drainage facilities and other improvements thereon for the use of the Leased Premises other land or adjacent land owned by the Lessor; provided, however, that the construction or installation of any new facilities serving other land shall not unreasonably interfere with Lessee's permitted use of the Leased Premises.

11.3 Mineral Rights

Lessor reserves all oil, gas and other minerals and substances in and under the Leased Premises and the right, without joinder of or consent by Lessee, to enter into oil or gas leases affecting the Leased Premises, or any part thereof, and the rights of Lessee herein at all times shall be subordinate to the rights of any lessee under any such oil or gas lease; and Lessor reserves the right to dedicate or convey any portion of the Leased Premises within one hundred (100) feet of any boundary thereof for street, highway, drainage, sewer, transmission lines or similar purposes, and any portion of the Leased Premises so dedicated or so conveyed shall from the date thereof no longer be affected by this Lease or be part of the Leased Premises.

11.4 Water Rights

Lessor reserve any and all water, water rights and interests in water attributable to the Leased Premises, no matter how acquired by Lessor, together with the right and power to explore, drill, redrill, remove from the Leased Premises and store and/or to divert or otherwise utilize such water rights or interests on any other property owned or leased by Lessor, whether such water rights shall be riparian, overlying, appropriate, littoral, percolating, prescriptive, adjudicated, statutory or contractual.

11.5 Right to Conduct Tests and Surveys

Lessor reserve the right to enter upon the Leased Premises, or any part thereof, at any reasonable time during the Term of this Lease for the purpose of conducting soil tests and surveys.

11.6 Right to Cure Lessee's Default

In the event Lessee shall fail to properly care for the Leased Premises or any buildings or other improvements on or features of the Leased Premises as hereinabove provided, then Lessor may, at its option, by its agents and employees, enter upon the Leased Premises, or any part thereof, and without hindrance from or liability to Lessee, perform such work thereon as Lessor may deem necessary for the proper care thereof, and in such event Lessee agrees to pay to Lessor, upon demand, all costs and expenses incurred in such work.

12. NONLIABILITY AND INDEMNIFICATION

12.1 Waiver and Indemnity by Lessee

Neither Lessor nor the other Indemnified Parties shall (except as specifically provided in ARTICLE 6) be liable for, and Lessee hereby waives, releases and covenants not to sue Lessor or any of the Indemnified Parties regarding, any loss, damage, injury, liability, claim, demand or cause of action of any kind or character to any person (including death) or property arising from, related to or caused by, with or without fault (a) any use of the Leased Premises (including appurtenant facilities), access roads (including intersections with public roads), roads to the Leased Premises, or any part thereof under this Lease or any license or easement for the use of any private road, (b) any condition of or defect in the soil or other feature of the Leased Premises or any access roads used in connection therewith, or any building, structure or other improvement thereon or in any equipment or other facility located therein or thereon, (including but not limited to the trees on or adjacent to the Leased Premises or any access roads) or any other conditions described in Section 7 (Condition of Premises) above, (c) any act or omission of Lessee or Lessee's contractors or its or their respective employees, representatives, customers, invitees, agents or subcontractors, or any other parties directly or indirectly employed by any one of the foregoing or for whose acts any of the foregoing is liable (collectively, except for Lessee, "**Lessee's Representatives**') (d) any accident on the Leased Premises or on any access road to the Leased Premises or any land owned by Lessor or any flood or any fire or other casualty thereon, (e) the failure of Lessee to maintain the Leased Premises in safe condition, (f) the activities of any person (including Lessor and Lessor's agents) on any adjacent property whether or not the property is owned by Lessor or any other person, (g) any accident or damage on any adjacent property caused by acts or occurrences on the Leased Premises, (h) any activity of Lessee for which Lessor has given its consent or withheld its consent, (i) water supplied (or not supplied) by Lessor; (j) any action or inaction of the Government or any person acting on behalf of or at the request of the Government pursuant to the LIFOC, or (k) any other cause whatsoever in connection with Lessee's use of the Leased Premises or Lessee's operations under this Lease (collectively, the "**Claims**'), and Lessee, as a material part of the consideration of this Lease, hereby releases and waives on its behalf and on behalf of its successors and assigns all claims and demands against Lessor and the other Indemnified Parties for any such Claims. Lessee hereby agrees to indemnify, defend and hold Lessor and the other Indemnified Parties entirely free and harmless from all Claims of parties other than Lessee (including the Indemnified Parties) arising from or related to (i) the use or occupancy or manner of use or occupancy of the Leased Premises during the term of this Lease, (ii) Lessee's, or any person or entity claiming by or through Lessee's, operations under this Lease, including any act, omission or negligence of Lessee or any person or entity claiming

by, through or under Lessee, or of any of Lessee's directors, officers, partners, members, agents, employees, contractors, subcontractors, licensees, invitees or visitors, occurring in, on or about the Leased Premises, either prior to the commencement of, during or after the expiration of the Term, including without limitation any acts, omissions or negligence in the making or performing of any alterations, (iii) the condition of the Leased Premises or any occurrence or happening on the Leased Premises from any cause whatsoever, (iv) Lessee's breach of its obligations under this Lease, or (v) (iv) any failure by Lessee to surrender the Leased Premises at the end of the Term, including, without limitation, all damages payable to the Government pursuant to the LIFOC, and from all costs, expenses, claims, demands losses, obligations, damages (including consequential and/or punitive damages), penalties, fines and charges arising therefrom, including, without limitation, attorneys' fees and court costs incurred by Lessor or the other Indemnified Parties in connection therewith; provided, however, that Lessor retains the right to refuse Lessee's proffered defense of any action or proceeding brought against Lessor and to select and direct independent legal counsel, and Lessee shall nevertheless pay all of Lessor's attorneys' fees and costs of litigation incurred in connection therewith. Notwithstanding the foregoing, except with regard to the condition of the Leased Premises and access roads (including intersections with public roads and including trees on and adjacent to the Leased Premises and the access roads), as to which Lessor and the other Indemnified Parties shall have absolutely no liability, no Indemnified Party shall be entitled to indemnification hereunder to the extent any Claim is ultimately established by a court of competent jurisdiction to have been caused by (x) the active negligence or willful misconduct of such Indemnified Party, or (y) any material breach by Lessor of its obligations under this Lease. If any action or proceeding shall be brought against an Indemnified Party alleging any facts or circumstances for which Lessee is to provide indemnification and/or defense, Lessee, upon notice from the Indemnified Party, shall defend the same at Lessee's expense by counsel approved in writing by such Indemnified Party. The waiver and indemnification in this ARTICLE 12 shall be in addition to, and shall not in any way limit, the waiver and indemnification contained in ARTICLE 6. This ARTICLE 12 and ARTICLE 6 shall survive the termination or expiration of this Lease. Payment shall not be a condition precedent to recovery under any indemnification in this Lease, and a finding of liability or an obligation to indemnify shall not be a condition precedent to the duty to defend.

LESSEE ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

LESSEE BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT.

13. INSURANCE

13.1 Liability Insurance

Lessee shall, at all times during the term of this Lease, maintain Comprehensive or Commercial General Liability Insurance on an "occurrence" basis, with deductibles approved by Lessor, with a combined single limit for bodily injury and property damage of (a) Five Million

Dollars ($5,000,000.00), or (b) such increased amount as may be reasonably required from time to time by Lessor based upon a general increase in liability/insurance awards arising from situations similar or comparable to reasonably anticipated situations arising from Lessee's operations, covering all liabilities customarily covered in a Comprehensive or Commercial General Liability Insurance Policy and arising out of the use of the Leased Premises by persons other than Lessor, including but not limited to contractual liability. Lessee may provide such coverage through primary and excess policies, all of which must satisfy the requirements of this Section 13.1. The limits for such insurance shall be as follows:

Occurrence-based comprehensive general liability insurance including owned, non-owned and hired vehicles, providing the following minimum limits:

a) Bodily injury: $5,000,000.00 per occurrence (for Lessee's insurance),
b) Property damage: $5,000,000.00 per occurrence (for Lessee's insurance),
c) Bodily injury and property damage combined single limit: $5,000,000.00 per occurrence (for subcontractor's insurance);

Such insurance shall cover the following hazards:
i) Premises--Operations
ii) Owners and Contractors Protective
iii) Blanket Contractual
iv) Products and/or Completed Operations
v) Property Damage Liability arising out of the so-called "XCU" hazards (explosion, collapse and underground damage)
vi) Broad Form Property Damage
vii) Policy to include severability of interest clause
viii) Personal Injury--Exclusion "D" removed

The following subcontractors and persons are exempt from the liability insurance coverage requirements set forth hereinabove:

a) Independent "owner operator" truck operators and their brokers, but such truck operators and their brokers shall be required to take out and maintain at all times during the term of this Agreement, at a minimum, the liability insurance coverage required by the regulations promulgated by the California Public Utilities Commission.
b) Vendors, domestic personnel, landscape maintenance contractors and service/maintenance contractors incidental to the Project operations.

13.2 Lessee's Property Insurance

Lessee shall procure and maintain property insurance coverage for: (i) all Lessee's business personal property, including without limitation any or all furniture, fixtures, equipment, merchandise and all other items of Lessee's property in, on, at or about the Leased Premises, (ii) all improvements, alterations and betterments to the Leased Premises. Lessee's property insurance must: be written on the broadest available "all–risk" (special–causes–of–loss) policy form or an equivalent form acceptable to Lessor. The property insurance coverage shall include theft coverage, vandalism and malicious mischief coverage, sprinkler leakage coverage and earthquake sprinkler leakage coverage. Lessor shall be named as loss payee with respect to all improvements and betterments and, in the event of a loss or damage, all proceeds from property insurance will be payable to Lessor.

13.3 Worker's Compensation and Employer's Liability Insurance

Worker's compensation and employer's liability insurance, in statutory amounts and limits, covering all persons employed in connection with any work done on or about the Leased Premises for which claims for death or bodily injury could be asserted against Lessor, Lessee or the Leased Premises.

13.4 Waiver of Subrogation

Lessee hereby waives all rights against Lessor and the other Indemnified Parties for any risk to the extent covered by Lessee's policies of insurance or required to be covered by Lessee's policies of insurance as set forth above.

13.5 Additional Insureds

Each such policy of insurance shall contain the following endorsements:

(a) As to the Leased Premises, the Lessor, the OCGPC, the Government and their respective officers, directors, council members, agents, employees, and consultants are hereby declared to be additional insureds under the terms of this policy as respects the operation of the named insureds at or from the Leased Premises, the Lessor and the OCGPC and their respective officers, directors, council members, agents, employees and consultants are hereby declared to be additional insureds under the terms of this policy as respects the operation of the named insureds at or from the Leased Premises.

(b) This insurance policy will not be cancelled without thirty (30) days prior written notice thereof to Lessor, OCGPC, and the Government of a written notice of such cancellation, except for nonpayment of premiums, in which case ten (10) days prior written notice shall be provided. Such endorsement shall not contain any limitation of liability of the insurer for failure to provide such notice. Lessee shall notify Lessor within ten (10) days if any coverage is suspended, voided, reduced in coverage or limits, nonrenewed or otherwise materially changed for any reason.

(c) This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy; the Lessor, the OCGPC and the Government shall not be liable for the payment of premiums or assessments on this policy.

This insurance is primary and any other insurance by such additional insureds is non-contributing with this insurance as respects claims or liability arising out of or resulting from the acts or omissions of the named insured, or of others performed on behalf of the named insured, or for which the named insured is liable without fault."

13.6 Insurance Policies

The insurance policies required under this ARTICLE 13 shall:

(a) Be issued by insurance carriers licensed and approved to do business in California, having a general policyholders rating of not less than an "A" and financial rating of not less than "X" in the most current Best's Insurance Report;

(b) Contain a provision that the policy shall not be subject to cancellation without at least thirty (30) days prior written notice given to Lessor, OCGPC and the Government by registered mail;

(c) Provide that such policy or policies and the coverage evidenced thereby are primary and insurance maintained by Lessor and the other additional insureds is noncontributing with such primary coverage; and

(d) Contain severability of interest and cross liability clauses.

Lessee may provide the insurance described in this ARTICLE 13 in whole or in part through a policy or policies covering other liabilities and projects of Lessee; provided, however, that any such policy or policies shall (i) allocate to this Lease the full amount of insurance required hereunder and (ii) contain, permit or otherwise unconditionally authorize the waiver contained in Section 13.4 above, and provided further that any such policy or policies shall not otherwise impair the rights of Lessor or negate the requirements of this Lease.

13.7 Evidence of Insurance

Lessee shall at all times and from time to time provide to Lessor evidence of such insurance coverage. As evidence of specified insurance coverage, Lessee shall deliver endorsements issued by Lessee's insurance carrier reasonably acceptable to Lessor showing such policies in force for the specified period. Lessor has the right to review certified policies as reasonably necessary.

13.8 Insurance Does Not Limit Liability

Nothing in this ARTICLE 13 shall limit or reduce Lessee's obligations or liabilities under the other provisions of this Agreement, including but not limited to ARTICLES 6 and 12 above.

13.9 Faithful Performance Bond

On or before the Commencement Date, Lessee shall furnish to Lessor a Faithful Performance Bond or Direct Draw Standby Letter of Credit in favor of Lessor and OCGPC, and in the amount of Three-Hundred Thousand and 00/100 Dollars ($300,000.00), covering faithful performance by Lessee of all obligations of the Lease. If a bond is provided it shall be secured from a surety company satisfactory to Lessor, shall be submitted on a bond form prescribed by Lessor, and the premiums thereon shall be paid by Lessee. If a letter of credit is provided, it shall be from an institution and in a form acceptable to Lessor. Lessee shall not commence any on site operations until this bond or letter of credit has been delivered to and approved by Lessor. Lesseee shall maintain this bond or letter of credit in full force and effect at all times during the term of this Lease, and for a period of one (1) year following the date of the Lessor's letter acknowledging the vacation and surrender of the Leased Premises and performance of all of Lessee's obligations set forth in the Lease, including without limitation Section 18 and payments of all amounts required hereunder.

13.10 Environmental Insurance

Lessor and OCGPC are named insureds on that certain environmental liability insurance policy issued July 12, 2005 by American International Specialty Lines Policy No. EPP 1956943 with respect to the Great Park (the "**Environmental Policy**"), a copy of which has been made available to Lessee for its review. Lessee represents and warrants that it shall take not conduct

any activities on the Leased Premises or otherwise act in any manner that would have the effect of voiding any insurance coverage provided to Lessor and/or OCGPC pursuant to the Environmental Policy.

14. DESTRUCTION

If, during the Term, any improvements on or constituting a part of the Leased Premises are totally or partially destroyed, Lessee shall promptly restore such improvements to the same condition as they were in immediately before destruction, whether or not the insurance proceeds are sufficient to cover the actual cost of restoration. Such destruction shall not terminate this Lease and Lessee shall not be entitled to any rent abatement in relation thereto. If the existing laws do not permit the restoration, Lessee shall pay to Lessor the insurance proceeds payable (or which would have been payable had Lessee maintained the insurance required under this Lease) in relation to such improvements.

15. ASSIGNMENT AND SUBLETTING

Neither this Lease, nor any right or interest hereunder shall be encumbered, assigned, sublet, or otherwise transferred by Lessee without the prior written consent of Lessor (which consent shall not be unreasonably withheld), and any attempt to do so shall be null and void. If Lessee is a corporation, partnership or other entity and if the equity ownership interests of Lessee are not publicly traded on an established securities market, then any transfer, assignment or encumbrance of more than 25% of such equity interests (other than transfers by and among the current equity owners of Lessee to the other current equity owners, and transfers by the current owners to their immediate family members, or their heirs upon their deaths, or to any trusts created for the benefit of such individuals, their immediate family members or their heirs, which shall not require Lessor's consent) shall constitute a "transfer" and "assignment " of this Lease, which transfer and assignment shall be proscribed by this Lease unless Lessee shall obtain the written consent of Lessor. It shall be reasonable for Lessor to withhold consent if the proposed assignee or sublessee does not prove to the satisfaction of Lessor that (a) it has the experience (including not less than ten (10) years experience in performing operations of a size and nature as performed under this Lease by Lessee) and ability to operate the Leased Premises as contemplated by this Lease and to generate the same amount of Rent, (b) it has sufficient financial ability to carry out the obligations of Lessee under this Lease including, without limitation, the ability to discharge the duties and obligations related to Toxic Materials, to clean up the Leased Premises upon the expiration or termination of this Lease, and to pay the entire rent due under this Lease, (c) it has a reputation for good faith performance of contracts, obligations and agreements, and (d) it is willing to assume all of the duties and obligations of Lessee made under this Lease. No assignment, subletting or transfer of this Lease, or any right or interest herein, whether voluntary or involuntary, by bankruptcy, legal process, operation of law, or otherwise shall be effective or valid without such written consent, and any attempt by Lessee to assign, sublet, or otherwise transfer the Leased Premises, or any part thereof, shall be void and shall confer no rights whatsoever. No assignment, subletting or transfer of this Lease shall serve to release Lessee or any guarantor of Lessee's obligations. If Lessor should consent in writing to any assignment, subletting, or other transfer of this Lease, the same shall thereafter be and remain nontransferable except by and with such written consent, and none of the restrictions of this paragraph shall be thereby waived and the same shall apply to each successive transfer hereunder. Should Lessee attempt to assign this Lease or any interest therein, or to sublet the Leased Premises or any part thereof, except as hereinabove provided, or should the interest of Lessee under this Lease be attached or levied upon or seized under legal process, then any of the foregoing events shall be deemed a breach of the conditions of this Lease, and in any such event Lessor may, at its option, terminate this Lease immediately by written

notice, and upon such termination this Lease shall cease and end and shall thenceforth be of no further force or effect, except as otherwise hereinafter provided.

If the Lessor consents to an assignment or transfer by Lessee on all or a portion of Lessee's interest under this Lease, Lessee shall pay, or cause to be paid, a transfer fee of $1,500.00 to Lessor; provided, however, that such transfer fee shall not be payable upon Lessor consent to a transfer or assignment of Lessee's interest hereunder as security for a loan.

16. DEFAULT

The occurrence of any one or more of the following events shall be a default and a breach of this Lease by Lessee:

(a) Failure to Pay Rent. Lessee fails to pay any rent payment or other sums due under this Lease within ten (10) business days after the same shall be due and payable;

(b) Failure to Perform Other Obligations. Lessee fails to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease (other than those otherwise specified as defaults in this ARTICLE 16, which shall constitute an immediate default without any requirement for notice) for a period of thirty (30) business days (or such shorter time as provided in this Lease) after notice thereof from Lessor (unless such provision is required to be performed within a specified period of time without notice); provided, however, that if the term, condition, covenant or obligation to be performed by Lessee is of such nature that the same cannot reasonably be cured within thirty (30) business days and if Lessee commences such performance within said thirty (30) business day period and thereafter diligently undertakes to complete the same, then such failure shall not be a default of this Lease if it is cured within sixty (60) days following Lessor's notice;

(c) Abandonment. Lessee vacates or abandons, or fails to operate its business on a full time basis on the Leased Premises for a period of ten (10) business days;

(d) Bankruptcy of Lessee. Lessee's (i) application for, consent to, or suffering of the appointment of a receiver, trustee or liquidator for all or for a substantial portion of its assets, (ii) making a general assignment of any substantial part of its assets for the benefit of creditors, (iii) admitting in writing its inability to pay its debts or its willingness to be adjudged a bankrupt or the subject of relief or protection under the Bankruptcy Act (Title II of the United States Code; 11 U.S 101 et seq., as amended from time to time) or any similar law, whether federal, state or otherwise for the relief or protection of debtors (collectively, the "**Bankruptcy Laws**"), (iv) becoming unable to or failing to pay its debts as they become due, (v) being adjudged a bankrupt or the subject of relief or protection under the Bankruptcy Laws, (vi) filing a voluntary action, petition, or proceeding or suffering an involuntary action, petition or proceeding under the Bankruptcy Laws or any other state of federal laws concerning insolvency, bankruptcy, reorganization, involuntary dissolution or protection from creditors (unless in the case of an involuntary petition or proceeding, the same is dismissed within thirty (30) business days of such filing), (vii) convening a meeting of its creditors or any class thereof for purposes of effecting a moratorium, extension or composition of its debts, or (viii) suffering or permitting to continue unstayed and in effect for ten (10) business days any attachment, levy, execution or seizure of all or a substantial portion of Tenant's assets or of Tenant's interest in this Lease, or (ix) the convening by Tenant of a meeting of its creditors or any class thereof for purposes of effecting a moratorium, extension or composition of its debts.

(e) Assignment or Subletting. Any assignment, or subletting or other transfer for which the prior written consent of Lessor has not been obtained, which default shall occur immediately upon such event and shall not be curable by Lessee without written waiver by Lessor; and

(f) False Information. Discovery by Lessor of any statement concerning financial information submitted by Lessee to Lessor in connection with obtaining this Lease or any other consent or agreement by Lessor which is false or misleading in any material respect, which default shall occur immediately upon such event and shall not be curable by Lessee without written waiver by Lessor.

17. REMEDIES

17.1 Lessor's Remedies

Subject to Section 17.4, upon occurrence of any event of default, Lessor shall have the following rights and remedies in addition to those allowed by law or in equity, any one or more of which may be exercised or not exercised without precluding Lessor from exercising any other remedy provided in this Lease or otherwise allowed by law or in equity:

(a) Termination of Lease. Lessor may terminate this Lease and Lessee's right to possession of the Leased Premises in the event any default is not fully cured within the cure period, if any, designated for such default; provided, however, that Lessor may not terminate this Lease for nonpayment of rent or any other sum due except where such nonpayment continues for more than thirty (30) business days after written notice by Lessor that such payment is past due. If Lessee has abandoned and vacated the Leased Premises, the mere entry upon the Leased Premises by Lessor in order to perform acts of maintenance, cure defaults, preserve the Leased Premises or to attempt to relet the Leased Premises of the appointment of a receiver in order to protect Lessor's interests under this Lease shall not be deemed a termination of Lessee's right to possession or a termination of this Lease unless Lessor has notified Lessee in writing that the Lease is terminated. Notification of any default under this Lease shall be in lieu of and not in addition to, any notice required under Section 1161 *et. seq.*, of the California Code of Civil Procedure. If Lessor terminates this Lease and Lessee's right to possession of the Leased Premises pursuant to this Section 17.1(a), then, in addition to any other amounts recoverable under law or in equity, Lessor may recover from Lessee the sums provided under Section 1951.2 of the Civil Code of California; and

(b) Continue Lease in Effect. Notwithstanding Lessor' right to termination of this Lease pursuant to Section 17.1(a) Lessor may, at its option, even though Lessee has breached this Lease and abandoned the Leased Premises, continue this Lease in full force and effect and not terminate Lessee's right to possession and enforce all of Lessor rights and remedies under this Lease, including the right to recover rent as it becomes due under this Lease and exercise Lessor's other remedies in the manner provided by Section 1951.4 of the Civil Code of California.

(c) Other Remedies. Lessor may pursue any other rights or remedies specified in this Lease or otherwise permitted under applicable law.

17.2 Remedies Cumulative

Subject to Section 17.4, any termination of this Lease as herein provided shall not relieve Lessee, or its successors and assigns, if any, from the payment of any sum or sums that shall then be or that shall thereafter become due and payable to Lessor hereunder, and any such termination shall not prevent Lessor from enforcing the payment of any such sum or sums by any remedy

provided by law. All rights, options, and remedies of Lessor contained in this Lease shall be construed and held to be cumulative and not exclusive, and Lessor shall have the right to pursue any one or all of such remedies, or any other remedy or relief which may be provided by law, whether or not stated in this Lease.

17.3 Late Charge

Lessee acknowledges that the late payment by Lessee to Lessor of rent or any other payment or charge will cause Lessor to incur costs, which are extremely difficult and impracticable to determine. Such costs may include without limitation administrative staff time and attention, processing and accounting charges and late charges that may be imposed on Lessor by the terms of any loan made to Landlord. Therefore, if any sum payable by Lessee under this Lease is not paid within ten (10) business days of the date when due, Lessee shall pay to Lessor a sum of six percent (6%) of the overdue payment as a late charge. Lessor and Lessee agree that this late charge represents a fair and reasonable estimate of the costs that Lessor will incur by reason of late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, or prevent Lessor from exercising any of the other rights and remedies available to Lessor. Such late charge shall be due and payable as provided herein in addition to, and not in lieu of, any interest due under Section 23.5.

17.4 Alternate Dispute Resolution

The parties agree to the following mechanism in order to obtain prompt and expeditious resolution of all disputes under or related to this Lease:

(a) Any dispute seeking damages, possession and/or any dispute seeking specific enforcement of any provision herein shall be heard and determined by a Referee pursuant to California Civil Procedure Section 638 in effect as of the date hereof. The venue of any proceeding hereunder shall be in Orange County, California (unless changed by order of the Referee).

(i) The party seeking to resolve the dispute shall serve a complaint or statement of claim on the other party, describing the matters in dispute in the manner prescribed for giving of notice hereunder. Within (5) business days after the service of the compliant or statement of claim, the party seeking relief shall make a written request for the specific designation of a Referee to try the dispute. The Referee shall be chosen from the Orange County panel of retired jurists operating as Judicial Arbitration and Mediation Services ("**JAMS**"). Thereafter the parties shall use their best efforts to agree upon the selection of a Referee. If the parties are unable to agree upon a Referee within ten (10) business days after a written request to do so by any party, then either party may petition the Presiding Judge of the Orange County Superior Court to appoint a Referee from the panel maintained in Orange County by said JAMS.

(ii) The provisions of California Code of Civil Procedure Section 640, 642, 643, 644, and 645 shall be applicable to dispute resolution by a Referee hereunder. In an effort to clarify and amplify the provisions of California Code of Civil Procedure Sections 644 and 645, the parties agree that the Referee shall decide the dispute submitted by the parties for decision in the same manner as required for a trial by court as set forth in California Code of Civil Procedure Section 631.8 and 632, and Rule 3.1590 as the California Rules of Court. The Referee shall try and decide the dispute according to and based on all of the substantive and procedural statutory and decisional law of the State of California, unless the parties stipulates to the contrary. When the Referee has decided the dispute, the Referee shall also cause the preparation of a judgment based on said decision. The

Judgment (or other order) to be entered by the Superior Court, based upon the decision of the Referee, shall be appealable in the same manner as if the Judge signing the Judgment (or other order) had tried the case.

(b) The parties shall diligently cooperate with one another and the person appointed to resolve the dispute, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute. If any party refuses to diligently cooperate, and any other party, after first giving notice of its intent to rely on the provisions of this Section 17.4, incurs additional expenses or attorneys' fees solely as a result of such failure to diligently cooperate, the Referee may award such additional expenses and attorneys' fees to the party giving such notice, even if such party is not the prevailing party in the dispute.

(c) The cost of the proceeding shall initially be borne equally by the parties to the dispute, but the prevailing party in such proceeding shall be entitled to recover, in addition to reasonable attorneys' fees and all other costs, its contribution for the cost of the referee as an item of recoverable costs. If either party refuses to pay his share of the costs of the proceeding, at the time(s) required, the other party may do so, in which event that party will be entitled to recover (or offset) the amount advanced, with interest, even if that party is not the prevailing party. The Referee shall include such costs in his judgment or order.

18. REMOVAL OF IMPROVEMENTS UPON TERMINATION

Upon the expiration or earlier termination of this Lease:

(a) Surrender. Lessee shall without further notice vacate and surrender to Lessor possession of the Leased Premises together with all improvements thereon constructed by Lessee in as good a condition as when Lessee entered into possession of same and shall comply with the removal obligations under Section 4.3.1 above and 18 (b) below;

(b) Lessee's Obligation to Remove Personal Property. Lessee shall, prior to the expiration or within sixty (60) business days after any earlier termination, remove from the Leased Premises all personal property thereon belonging to Lessee, including but not limited to rolling stock, processing equipment, conveyors, screens, tools and inventory; provided, however, that any of said personal property which is not removed by Lessee within one hundred twenty (120) business days following said date of expiration or termination shall become the sole property of (and Lessee hereby assigns same to) Lessor without the payment of consideration therefore (and in such event Lessee waives all claims relating thereto and consents to the disposition of such property by Lessor, without regard to the value thereof). The Lessor may, in its sole discretion, waive this automatic assignment. In the event Lessee fails to remove such property, Lessor may effect such removal and the cost thereof, including interest at the rate provided in Section 23.5 from the date such cost is incurred, shall be paid by Lessee to Lessor.

(c) Lessee's Obligation to Remove Improvements. Lessee shall, prior to the expiration or within one hundred twenty (120) business days after any earlier termination, remove all or a portion of the improvements installed, constructed or existing on the Leased Premises, including any foundations for buildings placed on the Leased Premises by Lessee except any improvements that Lessor requests not be removed, and in the event Lessee fails to so remove at Lessor's request, Lessor may effect such removal and the cost thereof, including interest at the rate provided, in Section 23.5 from the date such cost in incurred, shall be paid by Lessee to Lessor;

(d) Clean Up. In furtherance of Lessee's obligation under Section 18(c) above, Lessee shall be responsible for clean up and removal of (i) all materials on the Leased Premises, and (ii) all gravel placed upon the Leased Premises by Lessee. In the event Lessee fails to perform such cleanup, Lessor may effect such cleanup and the cost thereof, including interest at the rate provided in Section 23.5 from the date such cost is incurred, shall be paid by Lessee to Lessor. Lessee is not responsible for removal of any pavement existing at the commencement of this Lease but is responsible for removal of all pavement and cement work done on the Leased Premises during the Term of this Lease or any extension thereof; and

(e) Lessee to Comply With Lease Provisions During Removal Period. Lessee shall during such removal period perform all of its obligations that this Lease, including payment of rent (unless agreed to the contrary in writing by Lessor).

19. HOLDING OVER

This Lease shall not be renewed or extended, except by a writing executed by Lessor, and any holding over by Lessee after the expiration of the Term hereof, or after the termination of this Lease by Lessor, shall not operate as a renewal or extension of this Lease. If Lessee, with Lessor consent, remains in possession of the Leased Premises after expiration or termination of the Term or after the date in any notice given by Lessor to Lessee terminating this Lease, such possession by Lessee shall be deemed to be a month-to-month tenancy subject to the terms and conditions contained herein (excluding any right to extend the Term), terminable by either party on thirty (30) days' notice at any time. All provisions of this Lease, except those pertaining to term or option to extend, shall apply to any such month-to-month tenancy or other holdover possession, except that Rent shall be negotiated between the Parties. During any such month-to-month tenancy or other holdover, Lessee shall perform all of its obligations under this Lease, including but not limited to the payment of rent at the rate negotiated as provided above (but performance of such obligations shall not entitle Lessee to continued possession or any rights of tenancy).

20. SUBORDINATION, ATTORNMENT AND ESTOPPEL CERTIFICATES

20.1 Subordination

This Lease is and shall be prior to any encumbrance recorded after the date of this Lease. If, however, a lender requires that this Lease be subordinate to any such encumbrance, this Lease shall be subordinate to that encumbrance if Lessor obtains from the lender a written agreement that provides substantially the following:

> "As long as Lessee performs its obligations under this Lease, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect Lessee's rights under this Lease."

20.2 Attornment

Lessee shall attorn to any purchaser at any foreclosure sale, or to any grantee or transferee designated in any deed given in lieu of foreclosure.

20.3 Lessor' Right to Estoppel Certificates

If requested by a lender, Lessee shall within ten (10) days after notice execute and deliver to such lender, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect (or in full force and effect as modified, and stating the modifications), the amount of rent, the dates to which rent has been paid and such other 'information as the lender shall reasonably require.

20.4 Further Documents

Lessee shall promptly execute (in recordable form if so requested) a written agreement and any other documents or instruments required by the lender to accomplish the purposes of this ARTICLE 20. If Lessee fails to deliver any document or instrument required under this ARTICLE 20 within ten (10) days, Lessee irrevocably constitutes and appoints Lessor as its special attorney-in-fact to execute and deliver the certificate to such lender.

21. NOTICES

Any notice to be given or other document to be delivered by any party to the other or others hereunder, and any payments from Lessee to Lessor, may be delivered in person to an officer of any party, or may be delivered by Federal Express, private commercial delivery or courier service for next business day delivery, or may be deposited in the United States mail in the County of Orange, State of California, duly certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended, as follows:

If to Lessor: City of Irvine
City Hall
One Civic Center Drive
Irvine, CA 92623-9575
Attention: Sean Joyce
Fax No.: (949) 724-6045

With Copies to:	Orange County Great Park Corporation City of Irvine City Hall One Civic Center Drive Irvine, CA 92623-9575 Attention: Walter D. Kreutzen Fax No.: (949) 724-7417
	Rutan & Tucker, LLP 611 Anton Boulevard, 14th Floor Costa Mesa, CA 92626 Attention: Philip P. Kohn Fax No.: 714-546-9035
	Nossaman LLP 18101 Von Karman, Suite 1800 Irvine, CA 92626-1981 Attention: Robert D. Thornton, Esq. Fax no.: (949) 833-7878
If to Lessee:	Tierra Verde Industries P.O. Box 279 Irvine, CA 92650-0279 Attention: Kris Kazarian Fax No. (949) 551-1532 And P.O. Box 2137 Paramount, CA 90723 Attention: Arthur Kazarian Fax No. (562) 529-7903
With a Copy to:	Jensen & Coeur-Barron, LLP 5100 Campus Drive, Suite 200 Newport Beach, CA 92660 Attention: VerLyn N. Jensen, Esq. Fax No. (949) 261-8670

Notice may also be given by facsimile transmission ("Fax") to any party at the respective Fax number given above and marked "RUSH - PLEASE DELIVER IMMEDIATELY," provided receipt of such transmission shall be confirmed by follow-up notice within seventy-two (72) hours by another method authorized above. Any party hereto may from time to time, by written notice to the other, designate a different address that shall be substituted for the one above specified. If any notice or other document is sent by mail as aforesaid, the same shall be deemed served or delivered seventy-two (72) hours after the mailing thereof as above provided. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or Fax number listed above:

22. RECORDING

Neither this Lease nor any memorandum of this Lease or any portion hereof shall be recorded by Lessee.

23. MISCELLANEOUS PROVISIONS

23.1 Successors and Assigns

Subject to the provisions restricting assignment and subletting, this Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that Lessor, its successors and assigns shall be obligated to perform Lessor covenants to be subject to the expressed or implied obligations under this Lease only during and in respect of their successive periods of ownership during the Term of this Lease.

23.2 Force Majeure

This Lease and the obligation of Lessee to pay rent hereunder and perform all of Lessee's covenants and agreements hereunder shall not be impaired nor shall Lessor be in default hereunder because Lessor is unable to fulfill any of its obligations under this Lease, provided Lessor is prevented or delayed from so doing by any accident, breakage, repair, alteration, improvement, strike or labor troubles, moratorium, war, civil unrest, act of God, or any governmental preemption in connection with a national emergency, or by reason of law or any rule, order or regulation of any department or subdivision thereof of any governmental agency, or by reason of the conditions of supply and demand which have been or are affected by war, hostilities, drought or other emergency (collectively, '**Force Majeure**"). Except regarding Lessee's obligation to pay rent or other monetary amounts or Lessee's obligation to remove other materials prior to the expiration or termination of this Lease, which shall not be affected by Force Majeure, Lessee shall not be considered in default under this Lease to the extent Lessee's performance of its obligations under this Lease is prevented by Force Majeure.

23.3 No Option

Submission of this instrument for examination or signature by Lessee does not constitute an offer or option to Lease, and it shall not be effective as a Lease or otherwise until execution and delivery by both Lessor and Lessee.

23.4 Time is of the Essence

Time is of the Essence of this Lease in all circumstances where time is an element.

23.5 Interest

Any sum due from Lessee to Lessor not paid when due shall bear simple interest from the date due until the date paid at the rate equal to the greater of ten percent (10%) per annum or five percent (5%) in excess of the discount rate of the Federal Reserve Bank of San Francisco in effect on the twenty-fifth (25th) day of the calendar month immediately prior to the event giving rise to the imposition of interest charges; provided, however, that such rate shall not exceed the maximum permitted by law. The payment of such amount shall not excuse or cure any default of Lessee under this Lease except as to the nonpayment of such amount.

23.6 Authorized Signatory

If Lessee signs as a corporation, each person executing this Lease on behalf of Lessee does hereby covenant and warrant that Lessee is a duly authorized and existing corporation, that Lessee has and is qualified to do business in California, that the corporation has full right and authority to enter into this Lease, that each person executing this Lease on behalf of the corporation is authorized to do so, and that such execution is fully binding on the corporation. If Lessee signs as a partnership, joint venture, or sole proprietorship (each being herein called "entity") each person executing on behalf of Lessee does hereby covenant and warrant that Lessee is a duly authorized and existing entity, that Lessee has full right and authority to enter into this Lease, that each person executing this Lease on behalf of the entity is authorized to do so, and that such execution is fully binding on the entity and its partners, joint venturers, or principal, as the case may be.

23.7 Covenants and Conditions

Each provision of this Lease required to be performed by Lessee shall be deemed both a covenant and a condition.

23.8 Attorneys' Fees

In the event of any proceeding arising out of or related to this Lease or the Leased Premises, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses incurred in connection with such proceeding, including court costs and reasonable attorneys' and experts' fees, whether or not such proceeding is prosecuted to judgment.

23.9 Entire Agreement

This Lease, together with its exhibits and attachments referenced herein, which are incorporated herein by such reference and shall constitute a part of this Lease, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions of this Lease, all prior agreements, promises, representations, negotiations, and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein, except for representations of financial condition of Lessee delivered to Lessor in connection with leasing of the Leased Premises or consent to any matter upon which Lessor has relied.

23.10 Severability

If any provision of this Lease as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall not affect (to the maximum extent permissible by law) any other provision of this Lease, the application of such provision under circumstances different from those adjudged by the court, or the validity or enforceability of this Lease as whole unless that covenant, term, condition or provision declared to be invalid is so material that it's invalidity deprives any party of the basic benefit of their bargain or renders the remainder of this Lease meaningless.

23.11 Waiver

No delay or omission in the exercise of any right or remedy of Lessor with regard to a default by Lessee shall impair such right or remedy or be construed as a waiver. No waiver by Lessor of any default by Lessee under any of the covenants or conditions of this Lease shall be

construed or held to be a waiver of any succeeding or preceding default under the same or any other covenant or condition contained herein. Any waiver by Lessor of any default must be in writing.

23.12 Captions, Number, Gender, and Joint and Several Liability

The paragraph, title or section headings of the various provisions of this Lease are intended solely for convenience of reference and shall not in any manner amplify, limit or modify or otherwise be used in the interpretation of any of such provisions. As used in this Lease, the masculine, feminine, or neuter gender and the singular or plural number, shall be deemed to include the other whether the context so indicates or requires. If Lessee consists of more than one person or entity or if Lessee is a partnership, each such person or entity and/or each general partner shall be bound jointly and severally by the terms, covenants and conditions of this Lease.

23.13 Brokers

Lessee and Lessor represent to each other that, to the best of their knowledge, no brokerage commission, finder's fee or other compensation of any kind is due and owing to any person or entity in connection with this Lease. Lessee and Lessor agree to indemnify each other from all costs, liabilities, losses, damages, claims or causes of action which might result from any broker, agent or finder claiming through, under or by reason of the conduct of the indemnifying party in connection with this Lease or the Option.

23.14 No Representations

Except as specifically provided in this Lease, Lessor has not made and will not make any representations or warranties concerning (a) the condition of the Leased Premises, (b) the likelihood of flooding of the Leased Premises, (c) the likelihood of Lessee's obtaining any Permits or any other permit or entitlement, or (d) any other matter relating to this project.

23.15 Governing Law

This Lease and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. If any action or proceeding is brought concerning to this Lease, it shall be brought only in, and the parties hereto agree that the sole and exclusive venue for any such action shall be, a court of competent jurisdiction sitting in Orange County, California or if in a federal court, in the Central District of California. If any action or proceeding shall be brought in any forum in any other location, then it shall be stayed upon initiation of an action or proceeding concerning this Lease in the foregoing forum to the fullest extent permitted by law. Each of the parties hereby consents to the jurisdiction of the courts sitting in the State of California. Notwithstanding the foregoing, Section 17.4 shall solely be utilized by the parties hereto to resolve the resolution of all disputes and issues between them.

23.16 Amendment

No amendment or addition, modification of or alteration of any provision contained in this Lease shall be effective unless fully set forth in writing and executed by Lessor and Lessee.

23.17 Survival of Indemnities

The obligations (and waivers) of the indemnifying party under each and every indemnification, hold harmless and waiver provision contained in this Lease shall survive the expiration or earlier termination of this Lease to and until the last to occur of (i) the last date permitted by law for the bringing of any claim or action with respect to which indemnification (or waiver) may be claimed by the benefited party under such provision, or (b) the date on which any claim or action for which indemnification (or waiver) may be claimed under such provision is fully and finally resolved and, if applicable, reimbursement or payment due thereunder has been paid in full.

23.18 Lessee's Representatives

Lessee shall cause Lessee's Representatives, and all other persons entering the Leased Premises under or pursuant to this Lease (including persons entering under any sublease) or in connection with Lessee's operations to comply with all of the obligations to be performed by Lessee hereunder.

23.19 Limitation of Liability

No council member, director, officer, shareholder, employee, adviser or agent of Lessor shall be personally liable in any manner or to any extent under or in connection with this Lease. In no event shall Lessor or any of its council members, directors, officers, shareholders, employees, advisers or agents be responsible for any consequential damages suffered or incurred by Lessee, including, without limitation, on account of lost profits or the interruption of Lessee's business.

23.20 Waiver of Certain California Code Sections

The parties understand and agree that the provisions of this Lease shall govern the parties' rights and obligations with respect to the matters addressed herein. Accordingly, and without limitation to the generality of any provisions of this Lease concerning the waiver of certain statutory provisions, Lessee hereby specifically waives its rights under the following provisions of California Law (as each may be amended or recodified from time to time): (a) Civil Code Sections 1932 and 1933(4), concerning the termination of a lease (whether prior to or after the commencement of this lease term) on account of the condition of the premises; (b) Civil Code Sections 1941 and 1942, concerning the making of repairs at a landlord's expense; (c) Code of Civil Procedure Section 1265.130, concerning the right to petition the Superior Court to terminate a lease in the event of a partial taking of the premises by condemnation; and (d) Code of Civil Procedure Sections 473 and 1179 and Civil Code Section 3275, concerning rights and redemption or reinstatement of a tenant after it is dispossessed of its premises.

23.21 Days

All references herein to "days" shall mean calendar days unless specifically modified herein to be "business" days.

23.22 Nonexclusive Use of Great Park Property

Lessee expressly acknowledges and agrees that this Lease does not create any exclusive rights in Lessee to be the sole operator of a business or enterprise for the permitted uses described in Section 4.1, nor does it obligate Lessor, OCGPC, the Government or Developer to use Lessee's services for the processing of Green Waste or C&D Waste generated by their respective activities on the Great Park Property.

23.23 Relocation of Leased Premises

Lessee consents to the reasonable alteration by Lessor of the boundaries to the Leased Premises in order that they comply, in Lessor's judgment, with the development of the Project. Lessee acknowledges that the Great Park Property is being redeveloped in connection with its conversion from a former marine base to civilian use. Such redevelopment will involve extensive reconstruction and rehabilitation of buildings, roadways, public facilities and improvements, all of which will produce noise, dust and inconvenience to Lessee (e.g., road barricades). In entering into this Lease, Lessee acknowledges that Lessor's development of the Project is Lessor's first priority, and Lessor retains full and absolute discretion with respect to coordination and timing of the same, and the location of all activities on the Great Park Property, including but not limited to the location of Lessor's operations. At any time and from time to time during the Term, subject to the provisions set forth herein, Lessor may notify Lessee that it requires Lessee to relocate the Leased Premises, in which case Lessee shall effect such relocation, at Lessee's sole cost and expense, not later than the date specified for such relocation in the notice. Lessor shall provide Lessee with not fewer than (a) twelve (12) months prior written notice of Lessor's requirement that Lessee relocate its recycling operations, administrative offices, maintenance and light manufacturing space from the Leased Premises. Such notice shall specify the area that Lessor has designated for the required relocation. Lessee shall leave the Leased Premises from which it relocates in the same condition as it is required to leave the Leased Premises upon termination of the Lease. If Lessor's relocation notice is provided fewer than twenty-four (24) months prior to the expiration date of the Term, Lessee may elect to terminate the Lease as of the date upon which such relocation is required to be completed. Lessee shall be solely responsible for obtaining all required permits or other authorizations to relocate its operations and shall bear all risk of inability to obtain the same, and all other costs and expenses (including but not limited to any lost operating time) associated with any such relocation. Lessor reserves the right to grant easements and rights of way in the future over, under and across the Leased Premises and remainder of the Great Park Property in connection with the foregoing activities and the performance by Lessor or others of their current or future obligations relating to the investigation, remediation and removal of Toxic Materials. Lessee acknowledges that these activities will not constitute a nuisance and shall not be a basis for rental abatement or be deemed a violation of Lessee's right to quiet enjoyment of the Leased Premises hereunder. Lessee shall not be entitled to any compensation or damages for loss of, or interference with, Lessee's business or use or access to the Leased Premises resulting from the activities described in this paragraph.

24. LIFOC

24.1 Subject to LIFOC

The sublease of the Leased Premises pursuant to this Lease is and shall at all times be subject and subordinate to the LIFOC and every provision thereof. Lessee acknowledges that

Lessee's use and enjoyment of the Leased Premises is subject to the rights of the Government pursuant to the LIFOC.

24.2 No Violation of LIFOC

Lessee shall not commit or permit to be committed any act or omission which would violate any term or condition of the LIFOC. Lessee shall not have any authority to contact or make any agreement with the Government regarding the Leased Premises or the LIFOC. If the City's interest in the Lease Premises terminates, this Lease shall terminate and the parties shall be relieved of any further liability or obligation under this Lease (except for any such liability or obligation relating to circumstances arising prior to such termination); provided, however, that if the LIFOC terminates as a result of a default or breach by Lessor or Lessee under this Lease and/or the LIFOC, then the defaulting party shall be liable to the nondefaulting party for the damage suffered as a result of such termination.

24.3 Incorporation of LIFOC

The LIFOC is hereby incorporated herein by reference with respect to the Lease of the Leased Premises. Subject to and in accordance with the modifications set forth below, to the extent the following provisions of the LIFOC impose obligations on Lessor as tenant under the LIFOC with respect to the Leased Premises, Lessee does hereby expressly assume and agree to perform and to comply with, each and every such obligation of Lessor as tenant under the LIFOC. In any instance where Lessor as the tenant under the LIFOC is obligated to make a delivery to or communicate with the Government, Lessee hereunder shall instead make such delivery or communication to Lessor hereunder at least five (5) days prior to the date upon which such delivery or communication is required to be made to the Government under the LIFOC. Lessor shall notify Lessee of any communications received by Lessor as tenant under the LIFOC from the Government related to Lessee's activities hereunder.

(a) Except as otherwise expressly provided herein, the term "Government" as used in the LIFOC shall mean Lessor hereunder; the term "Lessee" as used in the LIFOC shall mean Lessee hereunder; and the term "Leased Premises" as used in the LIFOC shall mean Leased Premises hereunder.

(b) With respect to Sections 4.1, 10.2, 12.5, the last sentence of Section 12.6, 13.2, 13.3, 13.4, 13.5, 13.8, 13.10, 13.11.4, 13.13, 13.14, 13.15, 13.16, 18.1.2, 18.1.4, and 18.1.5 and Articles 1, 2, 7, 9, 11, 15, 16, 17, 20, 21, 22, 23, 24, 25, 27 and 28 of the LIFOC, the references to Government shall mean "Government" as defined in the LIFOC (i.e., the United States Department of the Navy.)

(c) With respect to Section 14.2 of the LIFOC, Lessor in its sole discretion shall determine whether to terminate the LIFOC.

(e) With respect to Article 17 of the LIFOC, the liability insurance policies to be carried by Lessee shall conform to the more stringent of the requirements as between this Lease and the LIFOC, shall name each of Lessor, OCGPC and the Government as additional insureds, and shall insure the performance of Lessee's indemnity agreement set forth in Sections 13.13 and 16 of the LIFOC, as well as in this Lease.

24.4 General Qualifications

(a) Notwithstanding anything to the contrary contained herein, in no event shall Lessor be deemed to be in default under this Lease or liable to Lessee for any failure of the Government to perform its obligations under the LIFOC. With respect to all obligations or services to be performed or provided by Government under the LIFOC, Lessor's sole obligation shall be, without expense to itself, to exercise commercially reasonable efforts to require the Government to comply with its obligations under the LIFOC, provided that in no event shall Lessor be required to file suit against the Government.

(b) Notwithstanding anything to the contrary contained in this Lease with respect to the sublease of the Leased Premises , the time limits specified in the LIFOC for the giving of notice, making of demands, performance of any act, condition or covenant (including cure of any breach) or the exercise of any right, remedy or option, are hereby decreased or increased for purposes of this Lease, by lengthening or shortening the same, as the case may be, in each instance by five business (5) days, when necessary to enable Lessor to give notice, make demands, perform any act, correct any failure, or otherwise to perform under the LIFOC in a timely manner.

(c) To the extent that the LIFOC imposes obligations on the Lessor that are greater than the obligations imposed on Lessee under this Lease with respect to the sublease of the Leased Premises, the obligations imposed by the LIFOC shall be deemed to supplement the obligations imposed by this Lease, except as specifically provided herein. To the extent that the LIFOC imposes obligations on Lessor that conflict with the obligations of Lessee under this Lease with respect to the sublease of the Leased Premises, the obligations imposed by such LIFOC shall supersede the obligations imposed by this Lease except as otherwise specifically provided herein. For the purposes of this provision (c), obligations "conflict" only when and to the extent that the performance of one obligation prevents or substantially limits the performance of another obligation. Except as expressly set forth in this Lease with respect to the sublease of the Leased Premises, Lessor does not assume and shall not have any of the obligations or liabilities of Government under the LIFOC and Lessor is not making the representations or warranties, if any, made by Government in the LIFOC

(d) Lessee acknowledges and agrees that Lessor shall have the right at any time and from time to time to amend the LIFOC without the consent of Lessee, provided such amendment shall not materially adversely affect Lessee's rights hereunder.

IN WITNESS WHEREOF, each of the parties hereto has executed this Lease as of the day and year stated above.

"LESSOR"

THE CITY OF IRVINE,
a California charter city

By: _____
Sean Joyce, City Manager

"LESSEE"

TIERRA VERDE INDUSTRIES, a
California corporation

By: _____
Thomas K. Blackman
Its: President

By: _____
Kris Kazarian
Its: Treasurer

Approved as to Form:

RUTAN & TUCKER

By: _____
Philip Kohn, City Attorney

ATTEST:

_____
CITY CLERK OF THE CITY OF IRVINE

EXHIBIT A

DESCRIPTION/DEPICTION OF PARCEL A, PARCEL B, PARCEL C, PARCEL D, PARCEL E, PARCEL F AND OF THE LEASED PREMISES

[Attached]

EXHIBIT B

LEASE IN FURTHERANCE OF CONVEYANCE

[Attached]

Former Marine Corps Air Station El Toro
Lease in Furtherance of Conveyance
Parcel 3

All correspondence in connection
with this contract should include reference to:
N4769205RP05P45

LEASE IN FURTHERANCE OF CONVEYANCE

BETWEEN

THE UNITED STATES OF AMERICA

AND

HERITAGE FIELDS LLC, A DELAWARE LIMITED LIABILITY COMPANY

FOR

MCAS EL TORO PARCEL 3

Gov't Ch

Lessee H

TABLE OF CONTENTS

Table of Contents

1. Leased Premises
2. Term
3. Consideration
4. Use Of Leased Premises
5. Subletting
6. Joint Inspection and Inventory Report
7. Environmental Baseline Survey and Finding of Suitability to Lease
8. Alterations
9. Access by Government
10. Utilities and Services
11. Non-Interference with Government Operations
12. Protection and Maintenance Services
13. Environmental Protection Provisions
14. Termination
15. Environmental Contamination
16. Non-Environmental Indemnification by Lessee
17. Insurance
18. Labor Provision
19. Submission of Notices
20. Audit
21. Agreement
22. Failure to Insist on Compliance
23. Disputes
24. Covenant Against Contingent Fees
25. Liens
26. Taxes
27. Subject to Existing and Future Easements and Rights-of-Way, and to Certain Potential Air Navigation-Related Restrictions
28. Administration
29. Surrender
30. Interest
31. Availability of Funds
32. Applicable Rules and Regulations
33. Quiet Possession
34. Government Approval
35. Exhibits

Gov't _____

Lessee _____

Former Marine Corps Air Station El Toro
Lease in Furtherance of Conveyance
Parcel 3

All correspondence in connection
with this contract should include reference to:
N4769205RP05P45

LEASE IN FURTHERANCE OF CONVEYANCE
BETWEEN
THE UNITED STATES OF AMERICA
AND
HERITAGE FIELDS LLC, a Delaware Limited Liability Company
FOR
MCAS EL TORO PARCEL 3

THIS **LEASE** is made this 12th day of July, 2005, by and between the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy **(Government)**, and **HERITAGE FIELDS LLC**, a Delaware Limited Liability Company **(Lessee)**, purchaser of certain real property at the former Marine Corps Air Station, El Toro, Irvine California (hereinafter referred to as MCAS El Toro or the Installation).

RECITALS

A. The Government has closed the former Marine Corps Air Station El Toro (MCAS El Toro) pursuant to the Defense Base Closure and Realignment Act of 1990, Pub.L. 101-510), as amended (10 U.S.C. § 2687 note) (hereinafter referred to as DBCRA) and is selling portions of that property through a public sale, said portions identified in Exhibit A hereto and hereinafter referred to as the "Sale Property".

B. Lessee has purchased a portion of the Sale Property, known as Parcel 3, pursuant to Invitation for Bids No. 9PR-2004-188 (IFB). Government is in the process of remediating environmental sites within Parcel 3. Pursuant to said IFB, title to each such site will not be conveyed until site closure is attained and the Government issues a Finding of Suitability to Transfer (FOST) addressing each such site.

C. As consideration for the purchase of Parcel 3, Government will allow Lessee limited access and use of the environmental sites, hereinafter referred to as the Leased Premises, and identified in Exhibit A, in accordance with the terms and conditions of this Lease until Government issues a FOST addressing the Leased Premises and title has transferred.

D. Pending final disposition, 10 U.S.C. § 2667(f) authorizes the Government to lease real property located at a military installation closed under DBCRA.

E. In accordance with the National Environmental Policy Act (NEPA) of 1969, as amended, the Government prepared a Final Environmental Impact Statement

Gov't

Lessee

(EIS) for the disposal and reuse of the former MCAS El Toro. A NEPA Record of Decision regarding the disposal of MCAS El Toro was issued on 23 April 2002.

F. An Environmental Baseline Survey (EBS) has been prepared for MCAS El Toro as well as a Finding of Suitability to Lease (FOSL) in accordance with 10 U.S.C. § 2667(f)(3), and Department of Defense policy guidelines. The "Finding of Suitability to Lease for Carve-Out Areas Within Parcels I, II, and III, Former Marine Corps Air Station El Toro, dated August 3, 2004, concludes that activities allowed under this Lease, if conducted in accordance with the restrictions contained therein, are consistent with protection of human health and the environment. Cognizant state and federal regulatory agencies have concurred on the FOSL.

G. The Government has agreed to grant this Lease in furtherance of and pending conveyance by deed for Leased Premises to the Lessee and the Lessee has agreed to enter into this Lease.

MUTUAL UNDERSTANDINGS

NOW THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, Government and Lessee hereby agree as follows:

1. **LEASED PREMISES:**

Government does hereby lease, and demise to Lessee in furtherance of and pending conveyance, and Lessee does hereby hire from Government, the Leased Premises, identified in Exhibit A, together with all improvements and all personal property thereon together with right of ingress and egress to said Leased Premises.

2. **TERM:**

2.1. The term of this Lease shall be for or until, as applicable, the earlier of: (A) a period of fifty (50) years beginning on the date of execution of this Lease and ending on the 11th day of July, 2055; or (B) the effective date of conveyance by Quitclaim Deed of a portion of the Leased Premises, unless sooner terminated in accordance with the provisions of Article 14. The Lessee shall accept title to any portion of the Leased Premises within ten (10) calendar days following delivery by the Government of a Quitclaim Deed for such portion of the Leased Premises. The Government shall not deliver any such Quitclaim Deed for a portion of the Leased Premises prior to execution of a FOST for such portion of the Leased Premises.

2.2. This Lease shall automatically terminate upon conveyance by Quitclaim Deed with respect to any conveyed portion as if such date were the stated expiration date contained herein and neither party hereto shall have any further obligation under

this Lease with respect to such conveyed portion (other than any obligations which otherwise would survive termination of this Lease). All references to the Leased Premises shall be deemed to exclude such conveyed portions and this Lease shall continue in full force and effect with respect to the remainder of the Leased Premises.

3. **CONSIDERATION:**

As consideration for this Lease, Lessee agrees to provide protection and maintenance to the extent described in Article 12.

4. **USE OF LEASED PREMISES:**

4.1 The sole purpose for which Leased Premises may be used, in the absence of prior written approval by Government for any other use, is in accordance with projected state and local zoning and land plans for the Leased Premises, and in accordance with the restrictions described in Section 5 of the Finding of Suitability to Lease (FOSL), attached as Exhibit C to this Lease. Government hereby reserves to itself the exclusive use of, and right to access, those portions of the Leased Premises identified in Exhibit F, until such time as Government determines, in its sole discretion, that it no longer requires such exclusive access and use.

4.2 No known historic or archeological sites or materials exist on the Leased Premises. Should such sites or materials be encountered, Lessee shall stop work immediately and notify Government.

5. **SUBLETTING:**

5.1 Lessee may sublease the Leased Premises without the prior approval of Government. Any sublease that involves the use of hazardous or toxic materials, including those of an explosive, flammable, or pyrotechnic nature, as provided in 10 U.S.C. 2692, shall require prior Government approval. Such consent shall not be unreasonably withheld or delayed. Under no circumstance shall Lessee assign this Lease without the prior written approval of the Government.

5.2 For the purposes of Article 5 and this Lease, "sublease" shall include licenses, use and occupancy agreements, concession agreements and other similar agreements.

5.3 Any sublease granted by Lessee shall contain a copy of this Lease as an attachment and be subject to all terms and conditions of this Lease and shall terminate immediately upon the expiration or any earlier termination of this Lease, without any liability on the part of Government to Lessee or any sub lessee. Under any sublease

Gov't _____

Lessee _____

made, with or without consent, the sub lessee shall be deemed to have assumed all of the obligations of Lessee under this Lease. No sublease shall relieve Lessee of any of its obligations hereunder.

5.4 Upon execution of any sublease, a copy of such sublease shall immediately be furnished to Government. Should conflict arise between the provisions of this Lease and a provision of the sublease, the provisions of this Lease shall take precedence. Any sublease shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the parties under this Lease.

6. **CONDITION OF PROPERTY:**

Leased Premises shall be delivered to Lessee "AS IS", "WHERE IS". Government makes no warranty as to Leased Premises' usability generally or as to its fitness for any particular purpose. Any safety and/or health hazards identified shall be corrected, at Lessee's expense, prior to use and occupancy.

7. **ENVIRONMENTAL BASELINE SURVEY AND FINDING OF SUITABILITY TO LEASE:**

The Executive Summary of the Environmental Baseline Survey (EBS) and a Finding of Suitability to Lease (FOSL) are attached as Exhibits B and C, respectively, and made part of this Lease. Copies of the EBS and FOSL have been provided to Lessee and all documents referenced therein have been made available to Lessee. The EBS describes the environmental conditions on the Installation. The FOSL sets forth the basis for the Government's determination that Leased Premises are suitable for leasing. Lessee is hereby made aware of the notifications contained in the FOSL attached hereto as an exhibit and shall comply with Lease restrictions set forth therein.

8. **ALTERATIONS:**

8.1 Lessee shall not construct or make or permit its sublessees to construct or make any substantial alterations, additions, excavations, improvements to, installations upon or otherwise modify or alter Leased Premises in any way (collectively "Work"), including those which may adversely affect the cleanup, human health or the environment, without the prior written consent of Government. No consent shall be required for Work described in Exhibit D.

8.2 Lessee shall provide Government with prior written notification and a full description of all proposed Work on Leased Premises (other than work described in Exhibit D), a projected schedule and cost thereof, and an analysis as to how and why such Work will or will not adversely affect the environmental clean up of Leased

Premises, human health, or the environment. Lessee shall deliver such written notification to Government's representative as designated in Article 19 of this Lease.

8.3 In the event of termination of this lease pursuant to either subparagraph 14.1.2 or 14.1.3 of Article 14 of this Lease, Lessee shall abandon any Work in place, at which time title to such Work shall vest in the Government.

8.4 In the event of termination, revocation or surrender of this Lease, all personal property and trade fixtures of Lessee or any third person may be removed and Lessee shall repair any damages to Leased Premises resulting from such removal.

9. **ACCESS BY GOVERNMENT:**

In addition to access required under Article 13, at all reasonable times throughout the term of this Lease, Government shall be allowed access to Leased Premises for any purposes upon notice to Lessee. Government normally will give Lessee or any sublessee twenty-four (48) hour prior notice of its intention to enter Leased Premises, unless it determines the entry is required for safety, environmental, operations or security purposes. Lessee shall have no claim on account of any entries against Government or any officer, agent, employee, contractor or subcontractor of Government. All keys to the buildings and facilities occupied by Lessee or any sublessee shall be made available to Government upon request. Any access by Government will take into consideration its obligations under Article 33.

10. **UTILITIES AND SERVICES:**

10.1 Procurement of utilities, i.e., electricity, water, gas, steam, sewer, telephone and trash removal will be the responsibility of Lessee.

10.2 Lessee shall furnish the Government with any utilities maintained by Lessee that Government may require. In the event it does so, Government shall reimburse Lessee for the cost incurred in providing such utilities, which amount shall be agreed upon between the parties in advance.

11. **NON-INTERFERENCE WITH GOVERNMENT OPERATIONS:**

Lessee shall not conduct operations or make any alterations that would interfere with or otherwise restrict operations, environmental clean-up or restoration actions by Navy, Environmental Protection Agency (EPA), state environmental regulators, or their contractors. Environmental clean-up, restoration or testing activities by these parties shall take priority over Lessee's use of Leased Premises in the event of any conflict. However, Government and Lessee agree to coordinate to minimize potential conflicts

Gov't ___

Lessee ___

between necessary remediation of environmental contamination, including investigation and remedial actions, and Lessee's and sublessee's use of Leased Premises.

12. **PROTECTION AND MAINTENANCE SERVICES:**

12.1 Government shall not be required to furnish any services or facilities to Lessee or to make any repair or alteration in or to Leased Premises.

12.2 During the term of this Lease, debris, trash and other useless materials not generated by Government shall be promptly removed from Leased Premises.

12.3 Lessee shall provide or cause to be provided all security services necessary to assure security and safety within Leased Premises. Any crimes or other offenses, including traffic offenses and crimes and offenses involving damage to or theft of Government property, shall be reported to the appropriate authorities for their investigation and disposition and to Govemment as property owner.

12.4 Lessee shall take or cause to be taken, all reasonable fire protection precautions at Leased Premises consistent with the level of use on the property.

12.5 Lessee, at its own expense, is solely responsible for protection, maintenance, preservation and repair of Leased premises, with the exception of those areas reserved for Government use, as identified in Exhibit F. Government shall be solely responsible for protection, maintenance, preservation and repair of those portions of the Leased Premises identified in Exhibit F for the duration of any period of such exclusive use, as set forth in Article 4.

12.6 Lessee expressly agrees, at its own expense, to keep the Leased Premises in a safe, neat, clean, and orderly condition. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, acceptable to the Government of all trash, garbage, and other refuse caused as a result of Lessee's operations on the Premises. Lessee shall provide and use suitable, covered receptacles for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner, on or about the Leased Premises, is prohibited. Government shall have the right to enter upon and inspect the Premises at anytime for cleanliness and safety activities.

13. **ENVIRONMENTAL PROTECTION PROVISIONS:**

13.1 Lessee, sublessees and contractors shall comply with all applicable Federal, state and local laws, regulations and standards that are or may become applicable to Lessee's activities on Leased Premises.

13.2 The Lessee or any sublessee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the Lease, independent of any existing permits held by the Government. Any and all environmental permits required for any of Lessee's or sublessee's operations or activities would be subject to prior concurrence of Government. Lessee acknowledges that the Government will not consent to being named a secondary discharger or co-permittee for any operations or activities of the Lessee or any sublessee under the Lease. In the event the Government is named as a secondary discharger or co-permittee for any activity or operation of the Lessee or any sublessee, Government shall have the right to take reasonable actions necessary to prevent, suspend, or terminate such activity or operation, including terminating this Lease, without liability or penalty.

13.3 Government's rights under this Lease specifically include the right for Government officials to inspect upon reasonable notice Leased Premises for compliance with environmental, safety and occupational health laws and regulations, whether or not Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Government normally will give Lessee or sublessee twenty-four (24) hours prior notice of its intention to enter Leased Premises unless it determines the entry is required for safety, environmental, operations or security purposes. Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee, contractor or subcontractor thereof.

13.4 Government has entered into a Federal Facility Agreement (FFA) for MCAS El Toro with the United States Environmental Protection Agency (USEPA) and the State of California (through the Department of Toxic Substances Control (DTSC) and Santa Ana Regional Water Quality Control Board) pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 as amended. The Installation has been identified as a National Priorities List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. Lessee acknowledges that Government has provided it with a copy of the installation Federal Facility Agreement (FFA) entered into by the United States Environmental Protection Agency (EPA) Region, the state equivalent and the Military Department, and Lessee agrees that should any conflict arise between the terms of such agreement as it presently exists or may be amended and the provisions of this Lease, the terms of the FFA will take precedence. Lessee further agrees that notwithstanding any other provision of this Lease, Government assumes no liability to Lessee or its sublessees or licensees should implementation of the FFA interfere with Lessee's or any sublessee's and licensee's use of Leased Premises. Lessee shall have no claim on account of any such interference against the United States or officer, agent, employee, contractor or subcontractor thereof, other than for abatement of rent, where applicable.

13.5 Government, EPA, DTSC, and the State and their officers, agents, employees, contractors and subcontractors, have the right, upon reasonable notice to Lessee and/or any sublessee, to enter upon Leased Premises for the purposes enumerated in this subparagraph and for such other purposes consistent with any provisions of the cleanup program (including but not limited to the BRAC Cleanup Plan, IRP, or FFA):

13.5.1 to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings and other activities related to the cleanup program;

13.5.2 to inspect field activities of Government and its contractors and subcontractors in implementing the cleanup program;

13.5.3 to conduct any test or survey required by EPA or applicable state equivalent relating to the implementation of the cleanup program;

13.5.4 to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the cleanup program, including but not limited to monitoring wells, pumping wells and treatment facilities.

13.6 Lessee shall comply with the provisions of any health or safety plan in effect under the IRP or the FFA during the course of any of the above described response or remedial actions. Any inspection, survey, investigation or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by Lessee and any sublessee. Lessee and sublessee shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor or subcontractor thereof. In addition, Lessee shall comply with all applicable Federal, state and local occupational safety and health regulations.

13.7 Lessee further agrees that in the event of any sublease of Leased Premises, Lessee shall provide to U.S. EPA and California EPA, DTSC by certified mail a copy of the agreement or sublease of Leased Premises (as the case may be) within fourteen (14) calendar days after the effective date of such transaction. Lessee may delete the financial terms and any other proprietary information from the copy of any agreement of sublease furnished pursuant to this condition.

13.8 Lessee shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act or its applicable state equivalent and any other applicable laws, rules or regulations. Except as specifically authorized by Government in writing, Lessee must provide at its own expense such hazardous waste management facilities complying with all laws and regulations, as Lessee may need for such storage. Government hazardous waste management facilities will not be available

Gov't ceh

Lessee

to Lessee. Any violation of the requirements of this condition shall be deemed a material breach of this Lease.

13.9 DoD component accumulation points for hazardous and other waste will not be used by Lessee or any sublessee. Neither Lessee nor any sublessee will permit its hazardous wastes to be commingled with hazardous waste of DoD Component.

13.10 Lessee shall have a Government-approved plan for responding to hazardous waste, fuel and other chemical spills prior to commencement of operations on Leased Premises. The contingency plan shall be consistent with the provisions of California Code of Regulations, Title 22, Chapter 15, Article 4 beginning with Section 66265.50. Such plan shall be independent of Installation plan and, except for initial fire response and/or spill containment, shall not rely on use of Installation personnel or equipment. Should Government provide any personnel or equipment whether for initial fire response and/or spill containment, or otherwise on request of Lessee, or because Lessee was not, in the opinion of Government, conducting timely cleanup actions, Lessee agrees to reimburse Government for its costs in association with such response or cleanup.

13.11 The presence of known asbestos-containing material (ACM), lead-based paint (LBP), polychlorinated biphenyls (PCBs), Potential Release Locations (PRLs), and radiological materials investigation locations is identified in the FOSL, attached as Exhibit C.

13.11.1 Access and occupancy of buildings/structures/facilities and sites identified in Exhibit C, sections 5.1 and 5.10, and in Exhibit E are prohibited without the prior written approval of the Government, except for short-term tours and emergency maintenance.

13.11.2 Buildings identified in Exhibit E may be occupied only after the lessee conducts all necessary surveys and abatement in accordance with to all federal, state, and local laws, and regulatory requirements and has obtained the prior written approval of the Government.

13.11.3. The Lessee shall be responsible for the management of ACM, including, but not limited to, surveys, removal and/or demolition of structures containing ACM, in accordance with applicable regulatory requirements.

13.11.4 If Lessee intends to demolish any facilities containing ACM, or to make any improvements or repairs that require the removal of asbestos, an appropriate asbestos disposal plan must be incorporated into the plans and specifications required under Article 8 and submitted to Government. The asbestos disposal plan will identify the proposed disposal site for the asbestos, or in the event the site has not been identified, will provide for disposal at a licensed facility authorized to receive it.

Gov't ceh

Lessee

13.11.5 ACM which during the period of this lease becomes damaged or deteriorated through the passage of time, as the result of a natural disaster or as a consequence of Lessee's activities under this Lease, including but not limited to any emergency, will be abated by Lessee at its sole cost and expense. In an emergency, Lessee will notify Government as soon as practicable of its emergency ACM responses. Lessee shall be responsible for monitoring the condition of existing ACM on Leased Premises for deterioration or damage and accomplishing repairs or abatement pursuant to the applicable conditions of this Lease.

13.12 LBP which during the period of this lease becomes damaged or deteriorated through the passage of time, as the result of a natural disaster or as a consequence of Lessee's activities under this Lease, including but not limited to any emergency, will be abated by Lessee at its sole cost and expense. In an emergency, Lessee will notify Government as soon as practicable of its emergency LBP responses. Lessee shall be responsible for monitoring the condition of existing LBP on Leased Premises for deterioration or damage and accomplishing repairs or abatement pursuant to the applicable conditions of this Lease.

13.12.1. Use of buildings/structures built prior to 1 January 1978 for residential purposes or any use involving children is prohibited without the prior written approval of the government.

13.12.2. Demolition of any facilities containing LBP, or any improvements or repairs that require the removal of LBP must have the prior written approval of the government. Lessee shall be responsible for the management of LBP, including surveys, removal, and/or demolition in accordance with federal, state and local laws and regulatory requirements.

13.12.3. Lessee shall be responsible for conducting post-demolition sampling for and any necessary abatement of soil-lead hazards at target housing or residential real property.

13.13 Lessee shall relieve, indemnify, protect, defend and hold harmless Government from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage or disposal arising from Lessee's occupancy, use or operations, or any other action by Lessee or any sublessee giving rise to Government liability, civil or criminal, or any other action by Lessee or any sublessee giving rise or responsibility under Federal, state or local environmental laws. Lessee's obligations hereunder shall apply whenever Government incurs costs or liabilities for Lessee's activities or activities of any sublessee as provided hereunder. This provision shall survive the expiration or termination of this Lease.

Gov't ____

Lessee ____

13.14 Storage, treatment or disposal of toxic or hazardous materials on the Leased Premises is prohibited excepted as authorized by Government in accordance with 10 U.S.C. § 2692.

13.15 Lessee shall not conduct any subsurface excavation, digging, drilling or other disturbance of the ground surface without prior Government approval.

13.16 Lessee shall not install new groundwater wells of any type and shall not use contaminated groundwater without prior written Government approval.

13.17 Lessee shall not install any well that has the potential to affect plume migration.

13.18 Lessee shall not alter, disturb or remove groundwater monitoring wells, remedial action equipment (e.g. pumps), or associated utilities without prior written Government approval

13.19 Removal of or damage to security features (e.g. locks on monitoring wells, survey monuments, signs or monitoring equipment and associated pipelines and appurtenances is prohibited without prior written Government approval.

13.20 Use or occupancy of IRP Sites 8, 11, and 12 within Carve Out III-B is prohibited pending completion of associated remedial/removal actions.

13.21 The following additional conditions are specific to Carve Out III-B (Site 24)), in accordance with The Navy's Final Record of Decision, Operable Unit 1, Site 18 Regional Volatile Organic Compound Groundwater Plume Operable Unit 21 Site 24 VOC Source Area, former Marine Corps Air Station El Toro, California, June 2002 (Site 24 ROD). A copy of the Record of Decision can be obtained by contacting the El Toro Public Administrative Record Manager at (949) 726-5398.

13.21.1 No new wells of any type shall be installed within the Site 24 Shallow Groundwater Plume or buffer zone without prior review and written approval from the DON, DTSC, U.S. EPA, and RWQCB. The Lessee shall also obtain permits for such wells as required by OCHA and IRWD

13.21.2 Extraction, injection, and monitoring wells and associated piping and equipment that are included in the remedial action shall not be altered, disturbed, or removed without the prior review and written approval from the DON, DTSC, U.S. EPA, RWQCB.

13.21.3 The DON, U.S. EPA, DTSC, RWQCB, and their authorized agents, employees, contractors and subcontractors shall have the right to enter upon the Site 24 portion of the Leased Premises to conduct investigations, tests, or surveys;

Gov't eeh

Lessee

inspect field activities; or construct, operate, and maintain the remedial action described in the ROD or undertake any other remedial response or remedial action as required or necessary under the cleanup program, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

13.21.4 The Lessee and any future lessees must comply with all terms and conditions relating to land use restrictions set forth in the Site 24 ROD.

13.21.5 The Lessee and any future lessees must notify subsequent lessees of all land use restrictions and access provisions set forth in this Section 13.21.

14. **TERMINATION:**

14.1 Government shall have the right to terminate this Lease, in whole or in part, without liability, upon thirty (30) calendar days notice:

14.1.1 In the event of a national emergency as declared by the President or the Congress of the United States; or

14.1.2 In the event of breach by Lessee of any terms and conditions hereof. In the event of a breach involving the performance of any obligation, Lessee shall be afforded thirty (30) calendar days from the receipt of Government's notice of intent to terminate within which to complete the performance of the obligation or to otherwise cure the breach and avoid termination of this Lease, unless Government determines that a shorter period is required for safety, environmental, operational, or security purposes. In the event that Government shall elect to terminate this Lease on account of the breach by Lessee of any of the terms and conditions, Government shall be entitled to recover and Lessee shall pay to Government:

14.1.2(a) the costs incurred in reacquiring possession of the Leased Premises.

14.1.2(b) the costs incurred in performing any obligation on the part of Lessee to be performed hereunder.

14.1.2(c) An amount equal to the aggregate of any maintenance obligations and charges assumed hereunder and not paid or satisfied, which amounts shall be due and payable at the time when such obligations and charges would have accrued or become due and payable under this Lease.

14.1.3 In the event of failure by Lessee to take title to any portion of the Leased Premises within ten (10) calendar days following tender by the Government of a Quitclaim Deed for such portion of the Leased Premises

Gov't clh.

Lessee ✓.

14.2 Lessee shall have the right to terminate this Lease upon thirty (30)-calendar days written notice to Government in the event of breach by Government of any of the terms and conditions hereof. In the event of a breach involving the performance of any obligation, Government shall be afforded sixty (60) calendar days from the receipt of Lessee's notice of intent to terminate within which to complete performance of the obligation or otherwise cure the breach and avoid termination of this Lease. Lessee shall also have the right to terminate this Lease in the event of damage to or destruction of all of the improvements on Leased Premises or such a substantial portion thereof as to render Leased Premises incapable of use for the purposes for which it is leased hereunder, provided:

14.2.1 Government either has not authorized or directed the repair, rebuilding or replacement of the improvements or has made no provision for payment for such repair, rebuilding or replacement by application of insurance proceeds or otherwise; and

14.2.2 That such damage or destruction was not occasioned by the fault or negligence of Lessee or any of its officers, agents, servants, employees, sublesses or invitees, or by any failure or refusal on the part of Lessee to fully perform its obligations under this Lease.

14.2.3 If Government requires Lessee to vacate all or a substantial portion of Leased Premises pursuant to Article 15 of this Lease for a period in excess of thirty (30) calendar days, Lessee may terminate this Lease by written notice to Government given at any time while Lessee shall continue to be denied use of all or a substantial portion of Leased Premises. Lessee shall thereafter surrender possession of Leased Premises within fifteen (15) calendar days of such notice.

14.3 In the event this lease is terminated due to a breach, for any reason, by either party, in no way will Lessee be entitled to a refund of a portion of the purchase price of the associated sale parcel or other compensation.

15. **ENVIRONMENTAL CONTAMINATION:**

In the event environmental contamination is discovered on Leased Premises which creates, in Government's determination, an imminent and substantial endangerment to human health or the environment which necessitates evacuation of Leased Premises, and notwithstanding any other termination rights and procedures contained in this Lease, Lessee shall vacate or require any sublessee to vacate Leased Premises immediately upon notice from Government of the existence of such condition. Exercise of this right by Government shall be without liability, except that Lessee shall not be responsible for the payment of considerationduring the period Leased Premises is vacated. The amount of deduction shall be determined on a daily pro-rata basis. Government's exercise of this right herein to order the Leased Premises immediately

Gov't ee

Lessee K

vacated does not alone constitute a termination of the Lease, but such right may be exercised in conjunction with any other termination rights provided in this Lease or by law.

16. **NON-ENVIRONMENTAL INDEMNIFICATION BY LESSEE:**

Lessee shall at all times relieve, indemnify, protect, defend and hold harmless the United States of America, and all of its officers, agents and employees from any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature whatsoever, including expenses incurred in defending against legal actions, for death or injury to persons or damage to property and for civil fines and penalties arising or growing out of, or in any manner connected with, the occupation or use of the Leased Premises by Lessee and the employees, agents, servants, guests, invitees, contractors and sublessees of Lessee. These include, but are not limited to, any fines, claims, demands and causes of action of every nature whatsoever which may be made upon, sustained or incurred by Government by reason of any breach, violation, omission or non-performance of any term, covenant or condition hereof on the part of Lessee or the employees, agents, servants, guests, invitees and sublessees of Lessee. However, this indemnity shall not extend to damages due to the sole fault or negligence of Government or its contractors. This covenant shall survive the termination of this Lease for any injury or damage occurring after the commencement of term of the Lease.

17. **INSURANCE:**

17.1 Except to the extent of any obligation on the part of the Government to indemnify pursuant to Public law 102-484, Section 330, as amended, Lessee shall bear all risk of loss or damage to the Leased Premises, and for claims arising from any incident with respect to bodily injuries or death resulting there from, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of Lessee, sublessees, contractors and invitees under the terms of this Lease.

17.2 At the commencement of this Lease, Lessee shall obtain, from a reputable insurance company or companies, comprehensive general liability insurance. The insurance shall provide an amount not less than the minimum combined single limit of $5,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting there from, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of Lessee, sublessees, contractors and invitees under the terms of this Lease. Lessee shall require its insurance company to furnish Government a copy of the policy or policies, or if acceptable to Government, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is

subject to revision by Government every three years or upon renewal or modification of this Lease.

17.3 As to those structures and improvements on Leased Premises constructed by or owned by Government, Lessee shall procure and maintain at Lessee's expense a standard fire and extended coverage insurance policy or policies on Leased Premises in the minimum amount of $1,000,000.00, but not less than the amount required to demolish damaged or destroyed structures and improvements, remove debris, and clear the Leased Premises. Lessee shall procure such insurance from a reputable company or companies. The insurance policy shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of Government, shall be payable to Lessee to be used solely for the demolition of damaged or destroyed structures and improvements, removal of debris, and clearing of the Leased Premises or for repair, restoration, or replacement of the property damaged or destroyed. Any balance of the proceeds not required for such purposes shall be paid to Government. If Government does not elect, by notice in writing to the insurer within thirty (30) calendar days after the damage or destruction occurs, to have the proceeds paid to Lessee for the purposes herein above set forth, then such proceeds shall be paid to Government, provided however that the insurer, after payment of any proceeds to Lessee in accordance with the provision of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by Lessee. Nothing herein contained shall be construed as an obligation upon Government to repair, restore, or replace Leased Premises or any part thereof.

17.4 If and to the extent required by law, Lessee shall provide worker's compensation or similar insurance in form and amounts required by law.

17.5 During the entire period this Lease shall be in effect, Lessee shall require its contractors or sublessees or any contractor performing work at Lessee's or sublessee's request on Leased Premises to carry and maintain the insurance required below:

17.5.1 Comprehensive general liability insurance, in an amount not less than $1,000,000.00.

17.5.2 Workmer's compensation or similar insurance in form and amounts required by law.

17.6 All insurance which this Lease requires Lessee or sublessee to carry and maintain or cause to be carried or maintained shall be in such form, for such periods of time, and with such insurers as Government may reasonably require or approve. All policies or certificates issued by the respective insurers for public liability and property insurance will name Government as an additional insured, provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Lessee or Government or any other person, provide that no cancellation, reduction in amount or

Gov't ____

Lessee ____

material change in coverage thereof shall be effective until at least thirty (30) calendar days after receipt by Government of written notice thereof; provide that the insurer shall have no right of subrogation against Government; and be reasonably satisfactory to Government in all other respects. In no circumstances will Lessee be entitled to assign to any third party, rights of action that Lessee may have against Government.

17.7 Lessee and sublessees shall deliver or cause to be delivered promptly to Government a certificate of insurance evidencing the insurance required by this Lease and shall also deliver prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

18. **LABOR PROVISION:**

During the term of this Lease, Lessee agrees as follows:

18.1 Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Lessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Government setting forth the provisions of this nondiscrimination clause.

18.1.1 Lessee shall, in all solicitations or advertisements for employees placed at Leased Premises by or on behalf of Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

18.1.2 Lessee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by Government, advising the labor union or worker's representative of Lessee's commitments under this equal opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18.1.3 Lessee shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.

18.1.4 Lessee shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive Order 11375

Gov't _____

Lessee _____

of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records and accounts by Government and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations and orders.

18.1.5 In the event of Lessee's noncompliance with the equal opportunity clause of this Lease or with any of said rules, regulations or orders, this lease may be canceled, terminated or suspended in whole or in part and Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

18.1.6 Lessee will include the above provisions in every sublease unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each sublessee. Lessee will take such action with respect to any sublessee as Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Lessee becomes involved, or is threatened with litigation with sublessee as a result of such direction by Government, Lessee may request the United States to enter into such litigation to protect the interest of the United States.

18.2 This Lease, to the extent that it is a contract of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 3703) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and exceptions of said Contract Work Hours and Safety Standards Act and to all other provisions and exceptions of said law.

18.2.1 Lessee shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this Lease to work in excess of 40 hours in such work week on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 40 hours in such work week. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of Lessee's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits or the basic hourly rate contained in the wage determination, whichever is greater.

18.2.2 In the event of any violation of the provision of Article 18.2.1, Lessee shall be liable to any affected employee for any amounts due, and to the United

States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of Article 18.2.1 in the sum of ten $10.00 for each calendar day on which such employee was required or permitted to be employed on such work in excess of the standard work week of 40 hours without payment of the overtime wages required by paragraph 18.2.1.

18.3 In connection with the performance of work required by this Lease, Lessee agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

19. **SUBMISSION OF NOTICES:**

No notice, order, direction, determination, requirement, consent or approval under this Lease shall be of any effect unless made in writing and delivered to the addressees designated below. All correspondence, notices and claims concerning this Lease shall be directed to the addresses set out below or to such addresses as may from time to time be given by the parties. Such correspondence, notices and claims may be delivered by hand, express delivery, overnight courier or by prepaid registered or certified mail, return receipt requested. The individuals so designated shall be the representatives of the parties and the points of contact during the period of this Lease, unless otherwise indicated by written notice of an individual party to the Lease to each party to the Lease.

If to Government:

Real Estate Contracting Officer
Base Realignment and Closure Program Management Office
1230 Columbia Street, Suite 1100
San Diego, CA 92101-8571

If to Lessee:

Heritage Fields LLC
c/o Lennar Homes of California, Inc.
25 Enterprise
Aliso Viejo, California 92656
Attention: Robert Santos

20. **AUDIT:**

This Lease shall be subject to audit by any and all cognizant Government agencies. Lessee shall make available to such agencies for use in connection with such audits all records, which it maintains with respect to this Lease and copies of all reports, required to be filed hereunder. Government shall provide to Lessee reasonable

documentation for all billings and assessments for costs incurred, and for any other Government demands for payment. In no event shall the provisions of this Article be construed to authorize or require the disclosure of documents protected from disclosure by the attorney-client privilege, or otherwise, the confidentiality of which is protected by state or federal law

21. **AGREEMENT:**

This Lease shall not be modified unless in writing and signed by both parties. No oral statements or representation made by, for or on behalf of either party shall be a part of this Lease. Should a conflict arise between the provisions of this Lease and any exhibit hereto, or any other agreement between Government and Lessee, the provisions of this Lease shall take precedence.

22. **FAILURE TO INSIST ON COMPLIANCE:**

The failure of Government to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of Government's right to the future performance of any such terms, covenants or conditions and Lessee's obligations in respect to such future performance shall continue in full force and effect.

23. **DISPUTES:**

23.1 This lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) (the Act).

23.2 Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved under this clause.

23.3 "Claim", as used in this clause, means a written demand or written assertion by Lessee or Government seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by Lessee seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph 23.4 below. A voucher, invoice or other routine request for payment that is not in dispute when submitted, is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

23.4 A claim by Lessee shall be made in writing and submitted within six (6) years after accrual of the claim, to the Government for a written decision.

23.4.1 Lessee shall provide the certification specified in subparagraph 23.4.3 of this clause when submitting any claim:

(a) Exceeding $100,000; or
(b) Regardless of the amount claimed, when using:
(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to use in accordance with the Administrative Dispute Resolution Act (ADRA).

23.4.2 the certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

23.4.3 The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which Lessee believes Government is liable; and that I am duly authorized to certify the claim on behalf of Lessee."

23.4.4 The certification may be executed by any person duly authorized to bind Lessee with respect to the claim.

23.5 For Lessee claims of $100,000 or less, the Government, must, if requested in writing by Lessee, render a decision within 60 calendar days of the request. For Lessee-certified claims over $100,000, the Government, must, within 60 calendar days, decide the claim or notify Lessee of the date by which the decision will be made.

23.6 The Government's decision shall be final unless Lessee appeals or files a suit as provided in the Act.

23.7 At the time a claim by the Lessee is submitted to the Government or a claim by Government is presented to Lessee, the parties, by mutual consent, may agree to use ADR. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to employ in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in Article 23.4.3 of this clause, and executed in accordance with paragraph 23.4.4 of this clause.

23.8 Government shall pay interest on the amount found due and unpaid by Government from (1) the date the Government receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the

date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Government initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the Government receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

23.9 Lessee shall proceed diligently with the performance of Lease, pending final resolution of any request for relief, claim, appeal or action arising under Lease, and comply with any decision of the Government.

24. **COVENANT AGAINST CONTINGENT FEES:**

Lessee warrants that no person or agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, Government shall have the right to annul this Lease without liability or in its discretion, to require Lessee to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

25. **LIENS:**

Lessee shall promptly discharge or cause to be discharged any valid lien, right in rem, claim or demand of any kind, except one in favor of Government, which at any time may arise or exist with respect to the Leased Property or materials or equipment furnished therefore, or any part thereof, and if the same shall not be promptly discharged by Lessee, or should Lessee or sublessee be declared bankrupt or make an assignment on behalf of creditors, or should the leasehold estate be taken by execution, Government reserves the right to take immediate possession without any liability to Lessee or any sublessee. Lessee and any sublessee shall be responsible for any costs incurred by Government in securing clear title to its property.

26. **TAXES:**

Lessee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments and similar charges which, at any time during the term of this Lease, may be imposed upon Lessee with respect to Leased Premises. Title 10 United States Code, Section 2667(e) contains the consent of Congress to the Taxation of Lessee's interest in Leased Premises, whether or not the Leased Premises are in an area of exclusive federal jurisdiction. Should Congress consent to taxation of Government's interest in the property, this Lease will be renegotiated.

27. **SUBJECT TO EXISTING AND FUTURE EASEMENTS AND RIGHTS-OF-WAY, AND TO CERTAIN POTENTIAL AIR NAVIGATION-RELATED RESTRICTIONS:**

27.1 This Lease is subject to all outstanding easements and rights-of-way for location of any type of facility over, across, through, in and upon Leased Premises or any portion thereof and to the right of Government to grant such additional easements and rights-of-way over, across, through, in and upon Leased Premises as it shall determine to be in the public interest; provided that any such additional easement or right-of-way shall be conditioned on the assumption by the grantee thereof of liability to Lessee for such damages as Lessee shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights there under. Such easements and rights of way shall include but not be limited to those for water, gas, electricity, telephone, sewer, pipelines, conduits and for any type of facility, including but not limited to those for communications, heating, cooling and power. There is hereby reserved to the holders of such easements and rights-of-way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located thereon, and to any Federal, state or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over Leased Premises as shall be necessary for the performance of their duties with regard to such facilities.

27.2 The Government has constructed and installed roads, structures, facilities, pipelines, and conduits on Leased Premises. For purposes of this Article, these roads, structures, facilities, pipelines, and conduits shall be treated as if they were within easements and rights of way, and Lessee shall not interfere with or otherwise disturb such government-owned improvements without the prior written consent of the Government. Lessee shall protect or relocate them in a manner satisfactory to Government should such protection or relocation be required as a result of Lessee's use of Leased Premises.

27.3 The outstanding easements and rights of way referenced in paragraph 27.1 of this Lease shall be deemed to include, but shall not be limited to, the following:

27.3.1 The rights of the Orange County Water District (OCWD) and Irvine Ranch Water District (IRWD), including their officers, employees, agents, contractors, and subcontractors, to exercise rights of ingress and egress over, across, in, and upon Leased Premises, and such other easements, and/or rights of way as set forth in such paragraph 27.1, for purposes of access and rights-of-way for the construction, operation, and maintenance of the CERCLA Component of the Modified Irvine Desalter Project (CCMI) set forth in Paragraph VI.A of the "Settlement Agreement Among the Settling Federal Agencies (SFA), OCWD, and IRWD in Regard to Former Marine Corps Air Station (MCAS) El Toro dated September 1, 2001 ("Settlement Agreement"). The

OCWD and IRWD and their officers, employees, agents, contractors, and subcontractors may exercise rights of ingress and egress, and may conduct activities involving construction, operation , maintenance, repair, or replacement of the CCMI upon and beneath the Leased Premises without providing prior notice to Lessee.

27.3.2 The rights of OCWD and IRWD, including their officers, employees, agents, contractors, and subcontractors, to exercise rights of ingress and egress over, across, in and upon Leased Premises, and such other easements, and/or rights of way as set forth in such paragraph 27.1, upon reasonable notice, and so as not to unreasonably interfere with Lessee's operations or other use of the Leased Premises, to take soil samples for the purpose of confirming that no such current operations or use have resulted in the release of hazardous substances that could impact the CCMI treatment system.

28. **ADMINISTRATION:**

Except as otherwise provided for under this Lease, Government shall, under the direction of the Base Realignment and Closure Program Management Office , have complete charge of the administration of this Lease, and shall exercise full supervision and general direction thereof insofar as the interests of Government are affected.

29. **SURRENDER:**

In the event the lease is terminated, Lessee shall quietly and peacefully remove itself and its personal property and trade fixtures from Leased Premises and surrender the possession thereof to Government. Government may, in its discretion, declare any personal property and trade fixtures that have not been removed from Leased Premises upon termination provided for above, as abandoned property upon an additional 30 calendar days notice.

30. **INTEREST:**

30.1 Notwithstanding any other provision of this Lease, unless paid within thirty (30) calendar days, all amounts that become payable by Lessee to Government under this Lease (net any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due. The rate of interest will be the Current Value of Funds rate published by the Secretary of Treasury pursuant to 31 U.S.C. 3717 (Debt Collection Act of 1982).

30.1.1 Amounts shall be due upon the earliest of:

30.1.1(a) the date fixed pursuant to this Lease,

30.1.1(b) the date of the first written demand for payment, Consistent with this Lease, including demand consequent upon default termination,

30.1.1(c) the date of transmittal by Government to Lessee of a proposed supplemental agreement to confirm completed negotiations fixing the amount,

30.1.1(d) if this Lease provides for revision of prices, the date of written notice to Lessee stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by Lease supplement.

31. **AVAILABILITY OF FUNDS:**

The Government's obligations under this Lease are subject to the availability of funds appropriated for such purposes. Nothing in this Lease shall be interpreted to require obligations or payments by Government that would be in violation of the Anti-Deficiency Act (31 USC 1341).

32. **APPLICABLE RULES AND REGULATIONS:**

Lessee and any Sublessees shall comply with all Federal, State, and local laws, regulations, and standards that are applicable or may become applicable to Lessee's or Sublessee's activities on the Leased Premises. These include, but are not limited to, laws and regulations regarding the environment, construction of facilities, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. Lessee and any Sublessee are responsible for obtaining and paying for permits required for its operations under the Lease.

33. **QUIET POSSESSION:**

Government covenants and agrees that Lessee, upon paying any charges hereunder provided for and observing and keeping all covenants, agreements, and conditions of this Lease on its part to be observed and kept, shall quietly have and enjoy Leased Premises during the term of this Lease without hindrance or molestation by anyone claiming by or through Government, subject, however, to the exceptions, reservations and conditions of this Lease.

34. **GOVERNMENT APPROVAL:**

Whenever this Lease requires Government approval or consent, such approval or consent shall not be unreasonably withheld or delayed.

35. **EXHIBITS:**

The following exhibits are attached hereto and incorporated by reference herein:

A. Description of the Leased Premises
B. Executive Summary of Environmental Baseline Survey
C. Finding of Suitability to Lease
D. Work Exempt from Government Consent
E. Facilities Containing FAD ACM or Requiring ACM Survey Prior to Use or Occupancy
F. Portion of Leased Premises Reserved for Government Use

Gov't _____

Lessee _____

Former Marine Corps Air Station El Toro
Lease in Furtherance of Conveyance
Parcel 3

All correspondence in connection
with this contract should include reference to:
N4769205RP05P45

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth below duly executed this Lease as of the day and year first above written.

THE UNITED STATES OF AMERICA
Acting by and through the Department of the Navy

By: _____
CHRISTOPHER E. HASKETT
Real Estate Contracting Officer
Base Realignment & Closure Office

Date: July 11, 2005

HERITAGE FIELDS LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: LENNAR-LNR HERITAGE FIELDS, LLC
A Delaware limited liability company

Its: Administrative Member

By: LENNAR HOMES OF CALIFORNIA, INC
A California corporation
Its: Managing Member

By: _____
Name: GRAHAM JONES
Its: VICE PRES

Date: 7/11/05

Gov't _____

Lessee _____

Former Marine Corps Air Station El Toro
Lease in Furtherance of Conveyance
Parcel 3

Exhibit "A"

EXHIBIT "A"
Description of "Property"

That certain real property situated in the County of Orange, State of California, including the following parcels, described attached hereto and made a part hereof; excluding however, all real property described as Home 1 and Home 5

Included: Parcel III-B
Parcel III-C
Parcel III-D

Excluded: Home1
Home 5

PSOMAS

LEGAL DESCRIPTION

PARCEL III-B

In the unincorporated territory of the County of Orange, State of California, being a portion of Lots 279, 280, 285 and 286 of Block 140 and Lots 281 and 284 of Block 155 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Maps, records of said County, lying within the U.S. M.C.A.S. El Toro property, as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49, inclusive, of Records of Survey, records of said County, described as follows:

Beginning at the southwesterly terminus of that certain course in the northwesterly boundary of said property described as "North 40°39'31" East 5230.34 feet" as shown on sheet 4 of said Record of Survey; thence North 40°39'31" East 3072.31 feet along said line; thence leaving said line South 49°20'29" East 799.19 feet; thence North 40°39'31" East 88.33 feet; thence South 49°20'29" East 1185.57 feet; thence North 40°39'31" East 64.14 feet; thence South 47°28'22" East 501.80 feet to the beginning of a non-tangent curve concave northeasterly having a radius of 1000.00 feet, a radial line to said beginning of curve bears North 88°02'31" West; thence southeasterly along said curve 904.32 feet through a central angle of 51°48'49"; thence South 49°51'20" East 281.26 feet; thence North 42°16'45" East 235.22 feet to the beginning of a curve concave southeasterly having a radius 2500.00 feet; thence northeasterly along said curve 101.88 feet through a central angle of 2°20'06"; thence South 47°28'22" East 2361.69 feet; thence South 68°59'53" East 342.12 feet; thence South 0°57'09" West 105.32 feet to the beginning of a curve concave easterly having a radius of 120.00 feet; thence southerly and southeasterly along said curve 89.47 feet through a central angle 42°43'00"; thence South 22°33'33" West 432.82 feet; thence South 17°00'09" East 565.15 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 1200.00 feet a radial line to said beginning of curve bears South 64°10'20" East; thence southwesterly along said curve 292.75 feet through a central curve of 13°58'40"; thence South 39°48'20" West 226.79 feet to the beginning of a curve concave southeasterly having a radius of 900.00 feet; thence southerly along said

curve 605.19 feet through a central angle of 38°31'40"; thence South 1°16'40" West 129.84 feet to the beginning of a non-tangent curve concave southerly having a radius of 1600.00 feet, a radial line to said beginning of said curve bears North 1°09'46" East; thence easterly along said curve 201.16 feet through a central angle of 7°12'12"; thence South 38°25'50" West 251.55 feet; thence South 8°02'01" West 336.30 feet; thence South 39°18'52" West 783.87 feet to the southwesterly boundary of said property; thence North 49°20'21" West 7709.08 feet along said property to the **Point of Beginning**.

Containing 512.600 acres (22,328,821 square feet), more or less

Subject to covenants, conditions and restrictions, rights-of-way and easements of record, if any.

Refer to the exhibit attached hereto and made a part hereof.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyor's Act.

John C. Hovland, P.L.S. 7365 — 5/28/04 Date

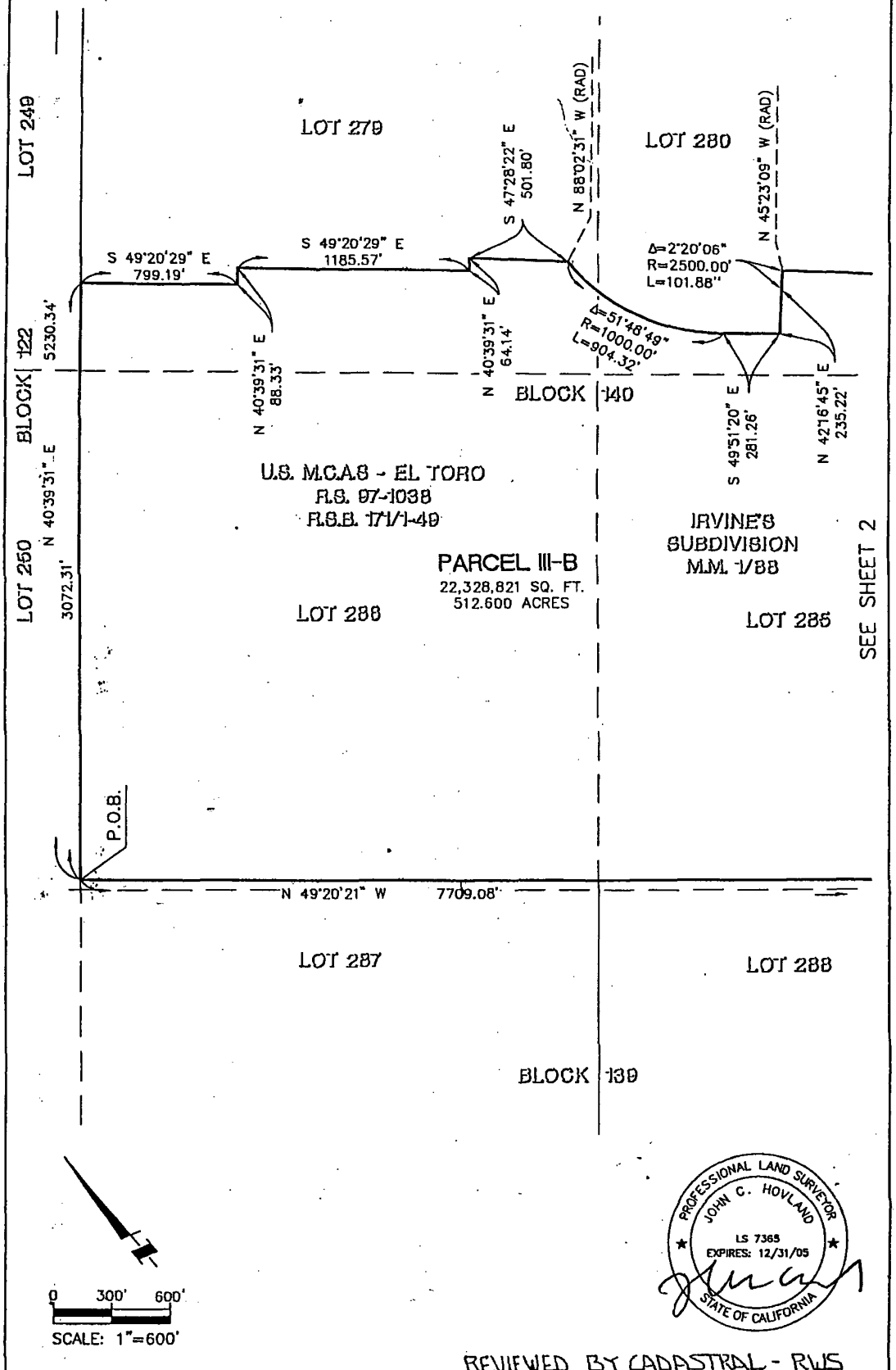
Expires 12/13/05

PROFESSIONAL LAND SURVEYOR
JOHN C. HOVLAND
No. 7365
Exp. 12/31/2005
STATE OF CALIFORNIA

REVIEWED BY CADASTRAL - RWS

EXHIBIT B

EXHIBIT



REVIEWED BY CADASTRAL - RWS

DESCRIPTION: That portion of Lots 279, 280, 285 and 286 of Block 140 and Lots 281 and 284 of Block 155, in the unincorporated territory of the County of Orange, State of California, as shown on Irvine's Subdivision, filed in Book 1 Page 88, M.M.

MCAS-EL TORO

REV 1	5/26/04
REV 2	

SHEET 1 OF 2

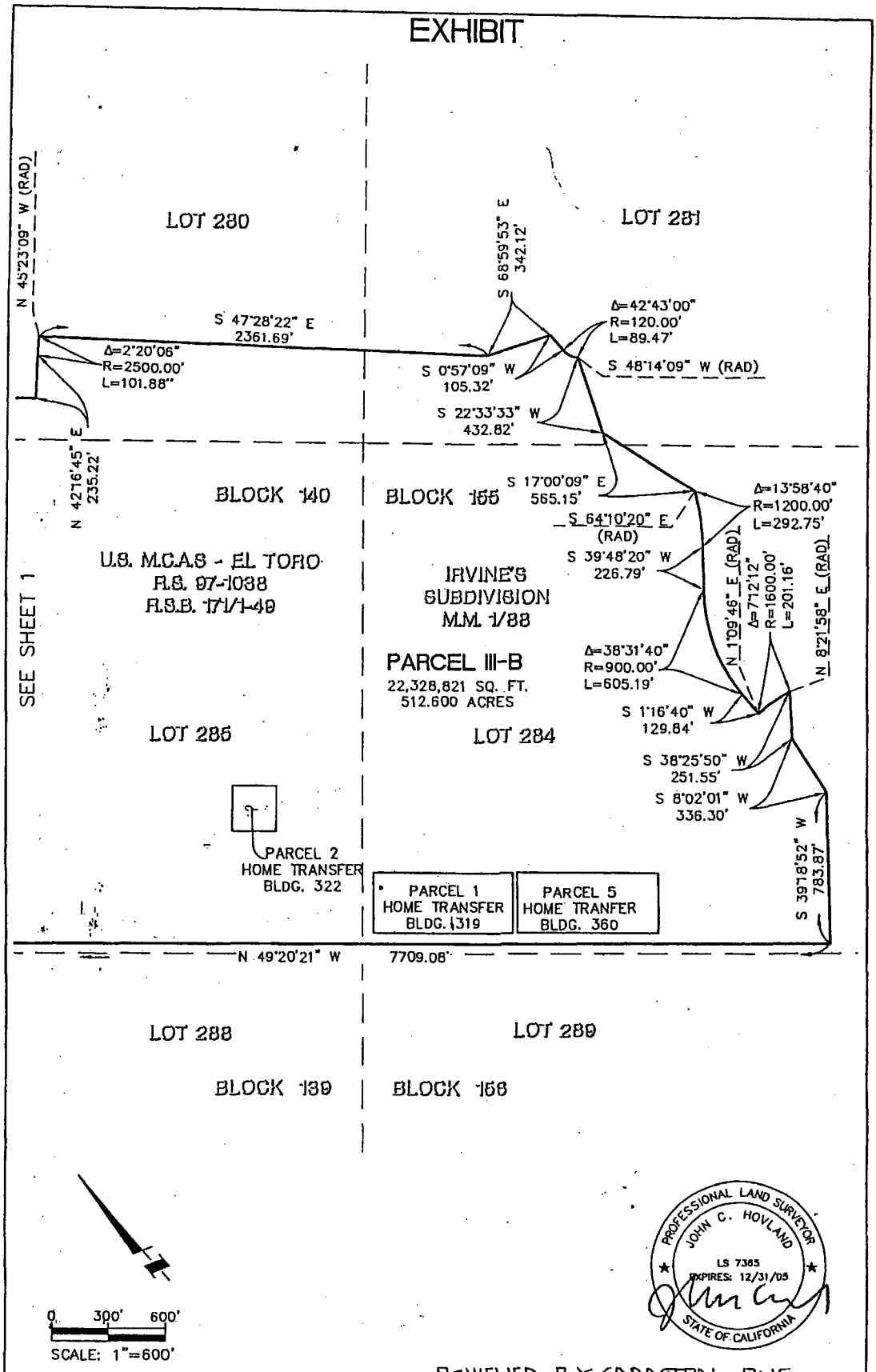
PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714)751-7373 Fax(714)545-8883

SCALE	1" = 600'
DRAFTED	CHL
CHECKED	JCH
DATE	FEB, 2004
JOB NUMBER	2NOR060100 T7

May 26, 2004 - 14:28:18 DWG Name: W:\2NOR060100\survey\Task 7\Exhibits\P1-III-B-01.dwg Updated By: CLaumann

EXHIBIT B

EXHIBIT



REVIEWED BY CADASTRAL - RWS

DESCRIPTION: That portion of Lots 279, 280, 285 and 286 of Block 140 and Lots 281 and 284 of Block 155, in the unincorporated territory of the County of Orange, State of California, as shown on Irvine's Subdivision, filed in Book 1 Page 88, M.M.

MCAS-EL TORO

REV 1	5/28/04
REV 2	

SHEET 2 OF 2

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE	1" = 600'
DRAFTED	CHL
CHECKED	JCH
DATE	FEB. 2004
JOB NUMBER	2NOR060100 T7

May. 26, 2004 - 14:32:05 DWG Name: M:\2NOR060100\survey\Task 7\Exhibits\Pl-III-B-02.dwg Updated By: CLaumann

LEGAL DESCRIPTION

PARCEL III-C

In the City of Irvine, County of Orange, State of California, being a portion of Lot 279 of Block 140 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Maps, records of said County, lying within the U.S. M.C.A.S. El Toro property, as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49, inclusive, of Records of Survey, records of said County, described as follows:

Commencing at the southeasterly terminus of that certain course in the northwesterly boundary of said property described as "North 49°19'46" West 400.00 feet" as shown on sheet 4 of said Record of Survey; thence along said northwesterly line the following two courses:

1. South 40°36'53" West 217.80 feet;
2. South 40°39'31"West 1414.81 feet;

thence leaving said northwesterly line South 49°20'29" East 1849.04 feet to the **True Point of Beginning**; thence South 49°14'49" East 240.39 feet; thence South 40°45'11" West 147.68 feet; thence North 49°14'49" West 240.39 feet; thence North 40°45'11" East 147.68 feet to the **True Point of Beginning.**

Containing 0.815acres (35,500 square feet), more or less

Subject to covenants, conditions and restrictions, rights-of-way and easements of record, if any.

As shown on the exhibit attached hereto and made a part hereof.

PSOMAS

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyor's Act.

Jeremy L Evans

Jeremy L. Evans, P.L.S. 5282

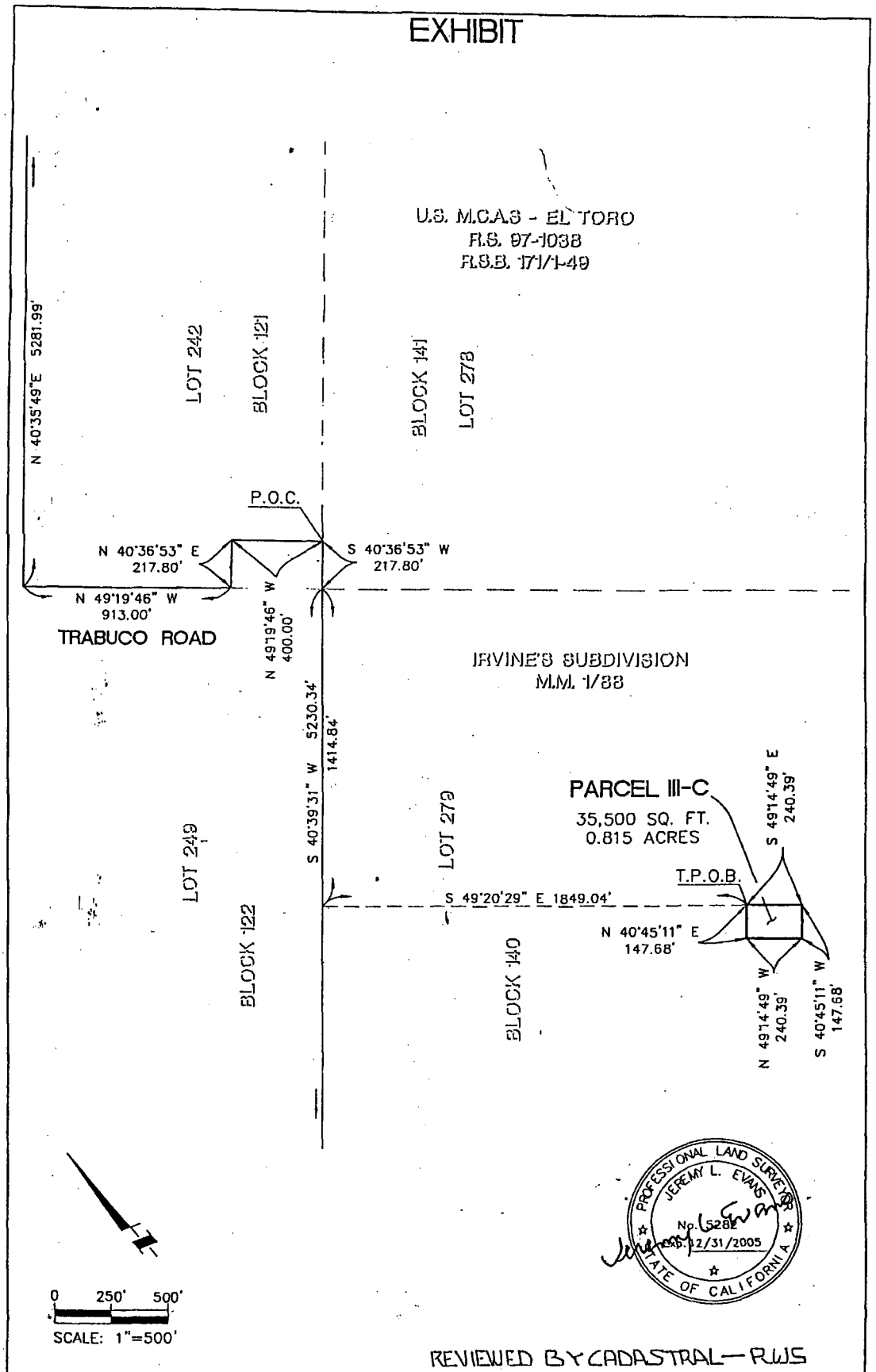
2-5-2005

Date

PROFESSIONAL LAND SURVEYOR
JEREMY L. EVANS
No. 5282
Exp. 12/31/05
STATE OF CALIFORNIA

REVIEWED BY CADASTRAL — RWS

EXHIBIT



REVIEWED BY CADASTRAL—RWS

DESCRIPTION: That portion of Lot 279 of Block 140, in the City of Irvine, County of Orange, State of California, as shown on Irvine's Subdivision, filed in Book 1 Page 88, M.M.		SHEET 1 OF 1	SCALE 1" = 500'
		PSOMAS	DRAFTED CHL
		3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax (714) 545-8803	CHECKED JE
			DATE DEC. 2004
MCAS-EL TORO	REV 1 12/23/2004		JOB NUMBER 2NOR060100 T7
	REV 2		

Dec. 20, 2004 - 15:30:06 DWG Name: M:\2NOR060100\survey\Task 7\Exhibits\Pl-III-C.dwg -Updated By: CLaumann

PSOMAS

LEGAL DESCRIPTION

PARCEL III-D

In the City of Irvine, County of Orange, State of California, being a portion of Lot 279 of Block 140 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Maps, records of said County, lying within the U.S. M.C.A.S. El Toro property, as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49, inclusive, of Records of Survey, records of said County, described as follows:

Commencing at the southeasterly terminus of that certain course in the northwesterly boundary of said property described as "North 49°19'46" West 400.00 feet" as shown on sheet 4 of said Record of Survey; thence along said northwesterly line the following two courses:

1. South 40°36'53" West 217.80 feet;
2. South 40°39'31"West 1732.63 feet;

thence leaving said northwesterly line South 49°20'29" East 1492.83 feet to the **True Point of Beginning**; thence South 49°14'49" East 238.45 feet; thence North 40°45'11" East 128.81 feet; thence South 49°14'49"East 278.65 feet; thence South 40°45'11" West 401.68 feet; thence North 47°28'22" West 24.73 feet; thence South 40°39'31" West 64.14 feet; thence North 49°20'29" West 492.48 feet; thence North 40°45'11" East 337.05 feet to the **True Point of Beginning.**

Containing 4.784 acres (208,389 square feet), more or less

Subject to covenants, conditions and restrictions, rights-of-way and easements of record, if any.

As shown on the exhibit attached hereto and made a part hereof.

PSOMAS

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyor's Act.

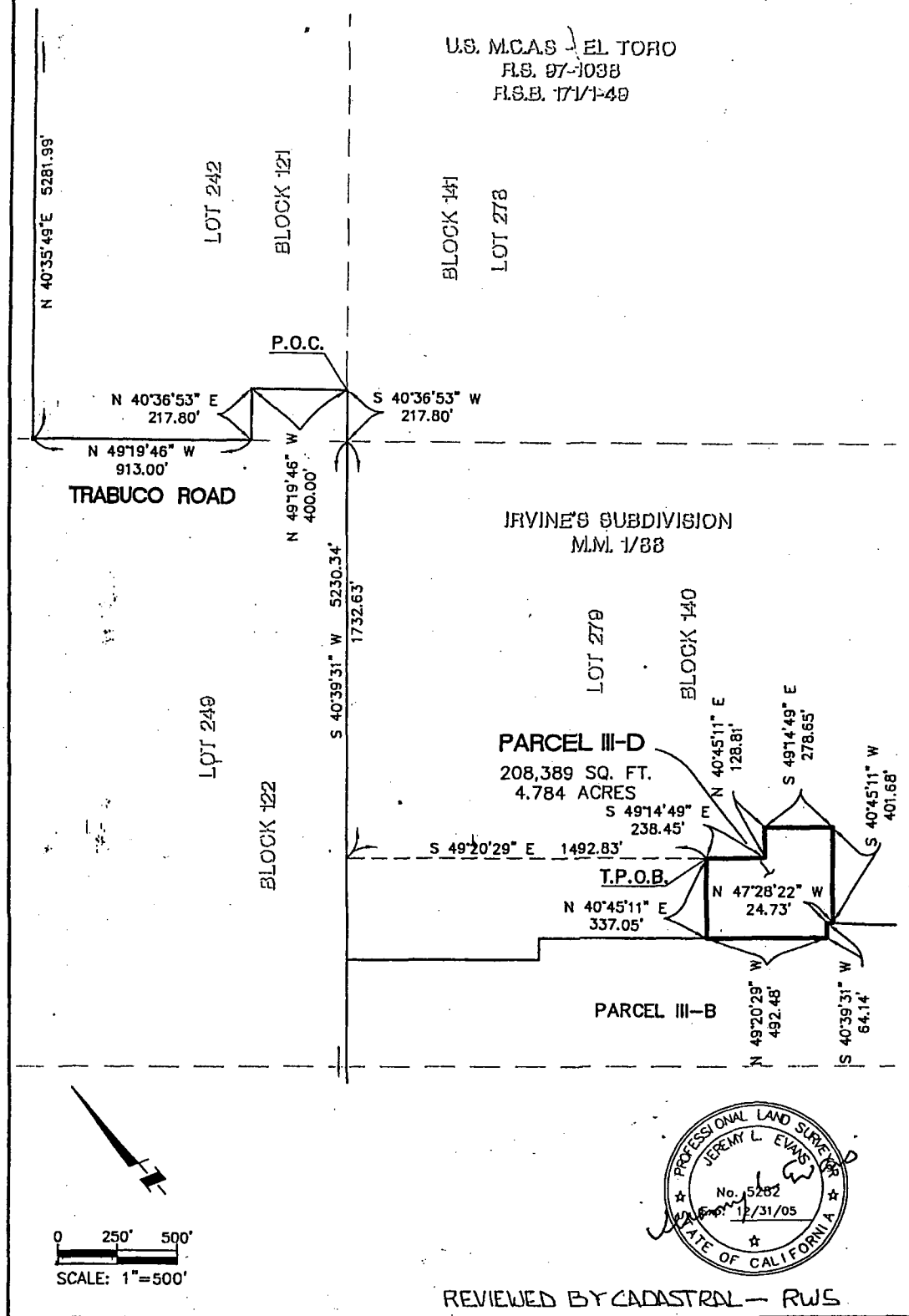
Jeremy L Evans — 2-4-2005

Jeremy L. Evans P.L.S. 5282 — Date

PROFESSIONAL LAND SURVEYOR
JEREMY L. EVANS
No. 5282
Exp. 12/31/05
STATE OF CALIFORNIA

REVIEWED BY CADASTRAL — RWS

EXHIBIT



REVIEWED BY CADASTRAL — RWS

DESCRIPTION: That portion of Lot 279 of Block 140, in the City of Irvine, County of Orange, State of California, as shown on Irvine's Subdivision, filed in Book 1 Page 88, M.M.

MCAS-EL TORO

REV 1	12/23/2004	
REV 2		

SHEET 1 OF 1

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8893

SCALE	1" = 500'
DRAFTED	CHL
CHECKED	JE
DATE	DEC, 2004
JOB NUMBER	2NOR060100 T7

Dec. 20, 2004 - 17:06:33 DWG Name: M:\2NOR060100\survey\Task 7\Exhibits\PI-III-D.dwg Updated By: Claumann

PSOMAS

LEGAL DESCRIPTION

EXHIBIT "A"

HOME 1 (Transfer, Bldg 319)

In the City of Irvine, County of Orange, State of California, being a portion of Lot 284 of Block 155 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Maps, records of said County, lying within the U.S. M.C.A.S. El Toro property, as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49, inclusive, of Records of Survey, records of said County, described as follows:

Commencing at a point in that certain course in the U.S. M.C.A.S. El Toro boundary line as shown on sheet 5 of said Record of Survey 97-1038, having a bearing and distance of "North 49°20'21" West 10570.18 feet", said point lying distant thereon North 49°20'21" West 4504.11 from the southeasterly terminus of said course, said point being the **True Point of Beginning**; thence continuing along said course North 49°20'21" West 730.00 feet; thence North 40°31'30" East 418.01 feet; thence South 49°20'00" East 264.56 feet; thence South 40°40'00" West 50.07 feet; thence South 49°20'00" East 465.56 feet; thence South 40°31'30" West 367.87 feet to the **True Point of Beginning.**

Containing 6.469 acres, more or less.

Subject to covenants, conditions, restrictions, rights-of-way and easements of record, if any.

Refer to Exhibit "B" attached hereto and made a part hereof.

PSOMAS

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors' Act.

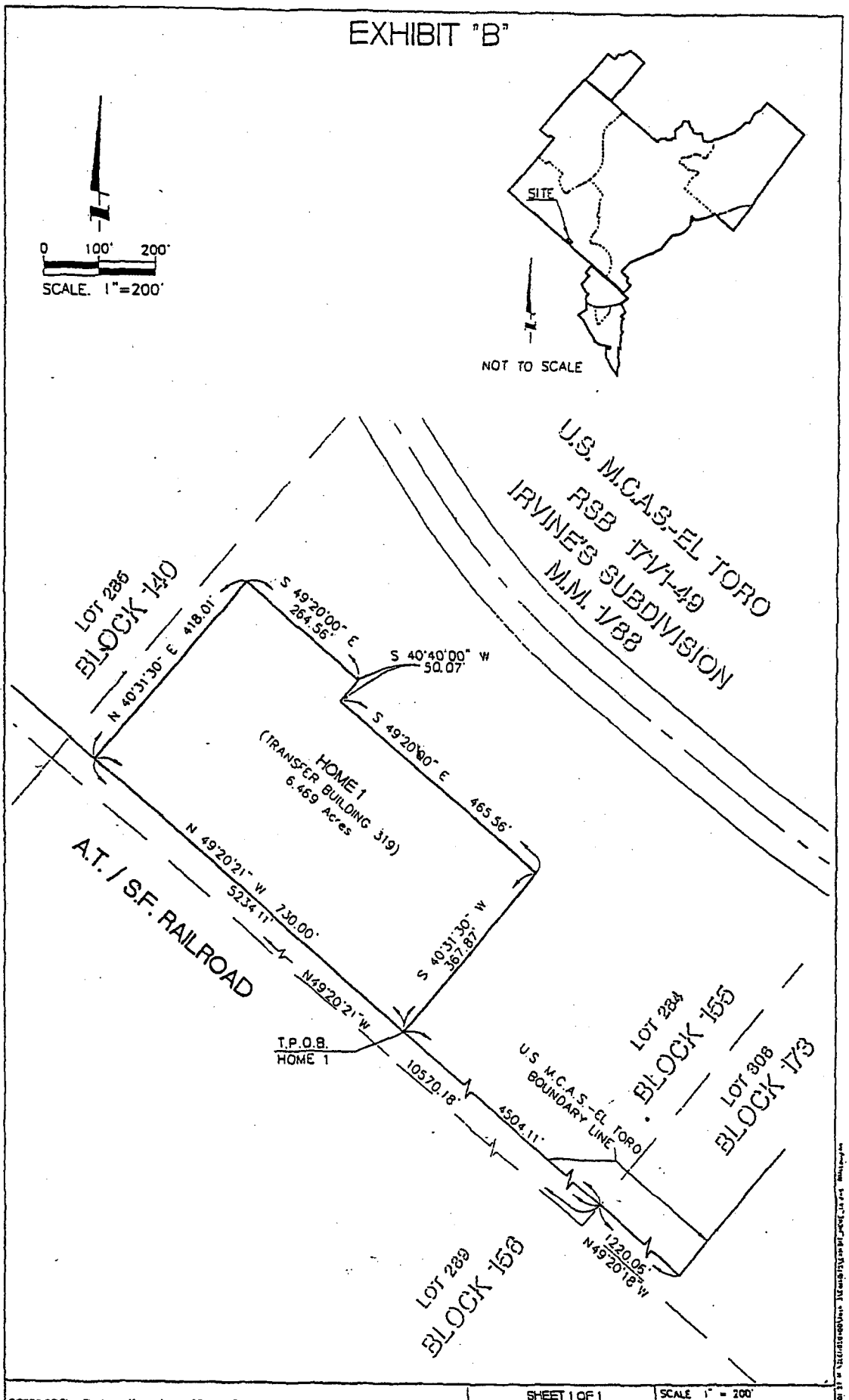
Kari J. Launen, PLS 5679
PSOMAS

MAY. 11. 2005
Date

PROFESSIONAL LAND SURVEYOR
KARI J. LAUNEN
No. 5679
Exp. 9/30/2005
STATE OF CALIFORNIA

EXHIBIT B

EXHIBIT "B"



DESCRIPTION: That portion of Lot 284 of Block 155, in the City of Irvine of the County of Orange, State of California, as shown on Irvine's Subdivision, filed in Book 1 Page 88, M.M.

MCAS-EL TORO

REV 1	04/29/05
REV 2	05/09/05

SHEET 1 OF 1

PSOMAS
3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7131 Fax (714) 545-8383

SCALE	1" = 200'
DRAFTED	RCM
CHECKED	PJF
DATE	05/09/05
JOB NUMBER	2LEN0504 TASK 3

PSOMAS

LEGAL DESCRIPTION

HOME 5 (Transfer, Bldg 360)

In the unincorporated territory of the County of Orange, State of California, being a portion of Lot 284 of Block 155 of Irvine's Subdivision, as shown on the map filed in Book 1, Page 88 of Miscellaneous Maps, records of said County, lying within the U.S. M.C.A.S. El Toro property, as shown on Record of Survey 97-1038, filed in Book 171, Pages 1 through 49, inclusive, of Records of Survey, records of said County, described as follows:

Commencing at a point in that certain course in the U.S. M.C.A.S. El Toro boundary line as shown on sheet 5 of said Record of Survey 97-1038, having a bearing and distance of "North 49°20'21" West 10570.18 feet", said point lying distant thereon North 49°20'21" West 3750.65 from the southeasterly terminus of said course; thence North 40°39'39" East 54.73 feet to the **True Point of Beginning**; thence North 49°14'50" West 730.01 feet; thence North 40°26'50" East 312.00 feet; thence South 49°14'50" East 730.01 feet; thence South 40°26'50" West 312.00 feet to the **True Point of Beginning.**

Containing 5.23 acres, more or less.

Subject to covenants, conditions, restrictions, rights-of-way and easements of record, if any.

Refer to the exhibit attached hereto and made a part hereof.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors' Act.

PSOMAS

Jeremy L Evans 9-9-03

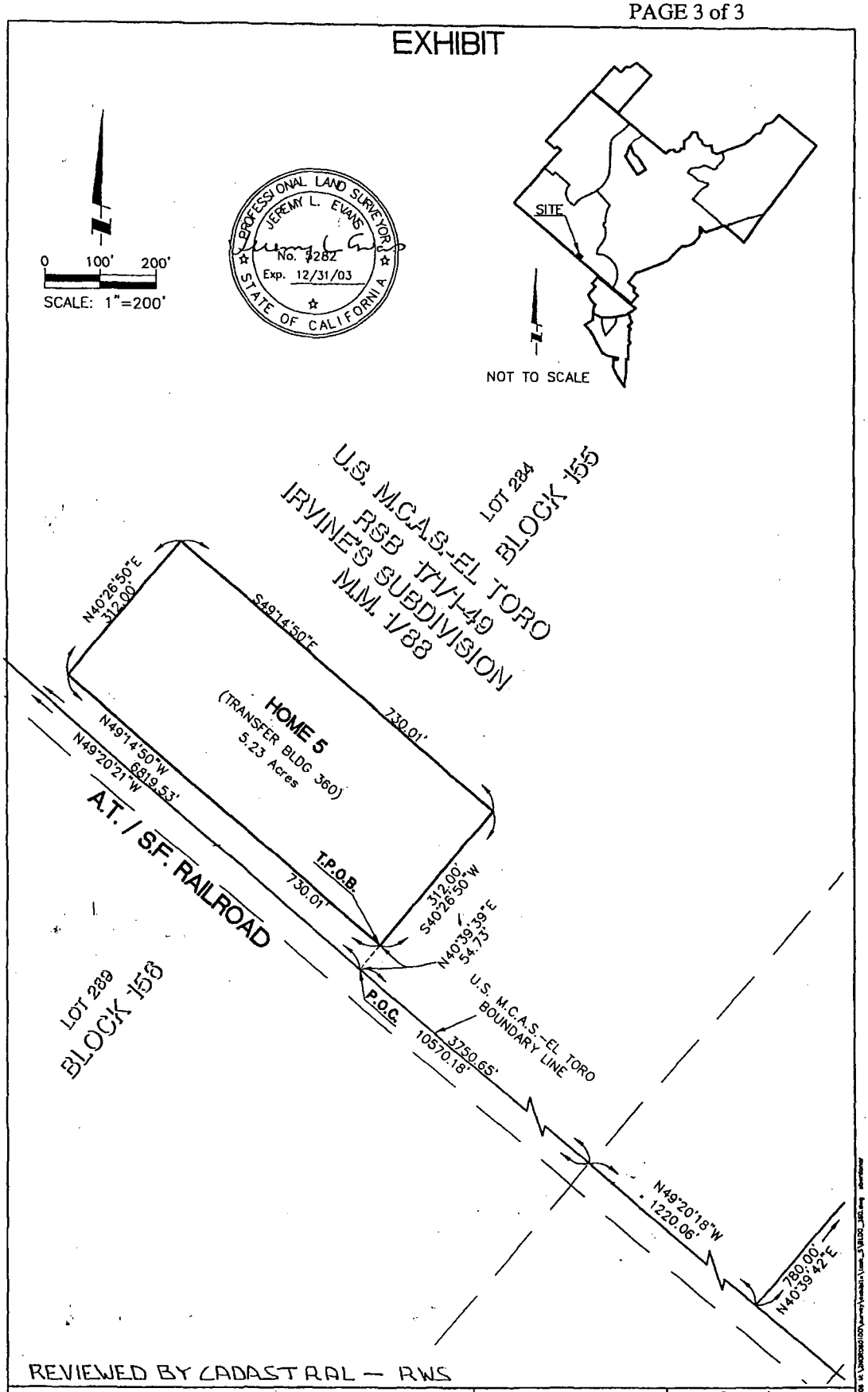
Jeremy Evans, P.L.S. 5282 Date

License Expires 12/31/03

PROFESSIONAL LAND SURVEYOR
JEREMY L. EVANS
No. 5282
Exp. 12/31/03
STATE OF CALIFORNIA

REVIEWED BY CADASTRAL - RWS

EXHIBIT



REVIEWED BY CADASTRAL — RWS

DESCRIPTION: That portion of Lot 284 of Block 155, in the unincorporated territory of the County of Orange, State of California, as shown on Irvine's Subdivision, filed in Book 1 Page 88, M.M.		SHEET 1 OF 1	SCALE 1" = 200'
		PSOMAS	DRAFTED SFB
		3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax (714) 545-8883	CHECKED RMV
			DATE August, 2003
MCAS-EL TORO	REV 1 8/30/03		JOB NUMBER 2NOR060100 T5
	REV 2		

EXECUTIVE SUMMARY

Background

This environmental baseline survey (EBS) for former Marine Corps Air Station (MCAS) El Toro, California, has been prepared for the Department of the Navy (DON), Southwest Division, Naval Facilities Engineering Command (SWDIV), as authorized by the Pacific Division, Naval Facilities Engineering Command (PACNAVFACENGCOM), under the Comprehensive Long-Term Environmental Action Navy (CLEAN II) Program, Contract Number N62742-94-D-0048, Contract Task Order (CTO) 104.

The EBS has been prepared to document the environmental condition of property at former MCAS El Toro and adjacent property resulting from the storage, release, treatment, and disposal of hazardous substances and petroleum products and their derivatives over the station's history. The EBS will establish a baseline for use by the DON in making decisions concerning property transactions. The intended reuse of Former MCAS El Toro is primarily recreational (Great Park) with some educational and commercial/light industrial development. Future use of the installation for aviation-related purposes is not anticipated. The preparation of an EBS is required by Department of Defense (DoD) policy before any property can be sold, leased, transferred, or acquired. The EBS can be used by the DON to assist in determining what remedial-type obligations, if any, the DON would retain under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S. Code (U.S.C.), Section 120(h) subsequent to transfer of the property. DON will utilize the EBS to determine, e.g., whether a given parcel can be or has been properly identified as "uncontaminated" in accordance with 42 U.S.C. Section 120(h)(4), or whether the Government can issue a covenant that all necessary remedial action has been taken with respect to a given parcel in accordance with 42 U.S.C. Section 120(h)(3). Guidance is also provided in the 1997 Base Reuse and Implementation Manual (BRIM) Sections F23 to F26 and F29 to F37.

The Community Environmental Response Facilitation Act (CERFA) amends Section 120(h) of CERCLA, and was enacted to facilitate the rapid return of uncontaminated properties to local communities during the Base Realignment and Closure (BRAC) process. CERFA provides a mechanism for identifying and documenting uncontaminated real property, or parcels thereof, that are suitable for transfer and reuse. Uncontaminated property refers to real property on which no hazardous substances and no petroleum products or their derivatives are known to have been released or disposed, including no migration of these substances from adjacent areas. In order to identify uncontaminated properties on military installations undergoing closure or realignment, an EBS is conducted and the results are documented in a report. DON received regulator concurrence on uncontaminated property identified and documented in the 1995 EBS and the Final Community Environmental Response Facilitation Act Report dated April 1, 1995, as required and defined under CERCLA 120(h)(4) (SWDIV 1995). The property now considered Parcel IV in its entirety was found to be uncontaminated in 1995, as well as other portions of Parcels I, II, III and V. This EBS incorporates the CERFA findings from the 1995 EBS and Final CERFA Report.

The findings of this EBS are based on existing environmental information related to past and present release or disposal of hazardous substances and petroleum products on the station. Furthermore, this EBS addresses cleanup-related comments received on the Draft Final and Final Environmental Impact Statement (EIS) for Disposal and Reuse of MCAS El Toro. These comments related to the cleanup program were responded to in the Final EIS (March 2002, Vol. 2), and were forwarded to the Base Environmental Coordinator (BEC) for coordination. Comments that are further addressed by this EBS include L12-13, L12-18, L12-21, L12-23, O1-8, O7-1, O7-2, O7-4, O11-10, O11-130, O11-283, O11-292, C2-2, C25-1, C41-2, C58-16 through -20, C58-24, C104-4, C105-5, C110-8, T2-2, T7-7, and T46-5 (see Appendix D).

This EBS is being prepared as an update to the April 1995 EBS prepared for former MCAS El Toro in support of upcoming property transfer actions. The report updates the status of environmental factors and locations of concern (LOCs) identified in the 1995 EBS and presents information regarding new potential release locations (PRLs) identified since the 1995 EBS was submitted. Additionally, all buildings situated on former MCAS El Toro were visually inspected as part of this EBS, since the station was operational and could not facilitate the visual inspection of buildings and associated operations during the 1995 EBS. The findings of this EBS have been used to determine the Environmental Condition of Property (ECP) and assign Area Type categories to property to determine whether it is suitable for transfer. This report is intended to serve as a reference document for the DON to determine the existing and future environmental suitability of the property for transfer.

This EBS is based on existing environmental information related to the past and present storage, release, treatment, or disposal of hazardous substances or petroleum products on the installation. This EBS includes new information and data from studies, surveys, and investigations conducted since the publication of the 1995 EBS. Information contained within the 1995 EBS was verified, expanded, and/or updated, as necessary, within this document. The information presented in this EBS is complete and accurate as of March 2003. However, as investigation and remediation efforts under the Installation Restoration Program (IRP) and other environmental programs continue, the status of facilities and sites at former MCAS El Toro can be expected to change.

Boundaries of the Survey Area

Former MCAS El Toro is situated in south-central Orange County, California. The majority of the station is within an unincorporated area of Orange County; however, property within the south portion of the station is within the city of Irvine. The station, which currently comprises approximately 3,717 acres, is bordered on the east and southeast by the city of Lake Forest, to the southeast, south, and southwest by the city of Irvine, and to the west, north, and northeast by unincorporated portions of Orange County. Approximately 1,000 acres of the former station's maximum acreage (4,710 acres) have been transferred or are pending transfer and are not addressed within this EBS. In 1998, the Bake Parkway/Interstate 5 public highway expansion project resulted in the transfer of approximately 23 acres of property at the southeast corner of the station to the California Department of Transportation (Caltrans). In 2001, 896.7 acres of property in the northeast portion of the station were transferred to the Federal Aviation Administration (FAA). As these properties are no longer Navy property, they are not included within the survey area addressed by this EBS. In addition, 73.7 acres in the northeast portion of the station are pending transfer to the Federal Bureau of Investigation (FBI). All necessary environmental and property transfer documentation for the FBI transfer has been completed. This acreage is not included within the total station acreage and is not included within the study area addressed by this EBS. Based upon property transfers that have occurred and are pending, the amount of property addressed within this EBS is 3,717 acres.

Content of the Environmental Baseline Survey Report

This EBS is based on information obtained from the 1995 EBS and through a records search, interviews, and visual site inspections (VSIs) conducted in April-May 2002. The records search included a review of available Navy and other agency records within the station files, including environmental restoration and compliance reports, audits, surveys, and inspection reports; an analysis of aerial photographs; and a review of recorded chain-of-title documents for the property. Interviews with caretaker employees and visual and physical inspections of the station property and facilities were also conducted. Former employees were interviewed in support of previous

investigations; information from those reports has been incorporated into this EBS update, as appropriate.

A recorded chain-of-title search was conducted for the 1995 EBS for on-base parcels to determine prior ownership or uses that could reasonably have contributed to an environmental concern. The title search reviewed DoD acquisition of on-station parcels covering a period of at least 60 years (i.e., 1934 to 1994). Prior to government acquisition of the property, the area was primarily used for agricultural purposes. A review of the data obtained from the title search did not identify any areas of environmental concern related to property use prior to government acquisition.

This EBS also includes an assessment of the environmental condition of off-station properties immediately adjacent (contiguous) to or relatively near the station that could pose environmental concern and/or affect the subject property. Visual inspections of adjacent off-station properties were conducted from station property or public roads. Environmental databases maintained by federal and state agencies were also searched to identify sites of concern on adjacent properties.

Based on an analysis of the available data, LOCs were assigned ECP Area Type categories. Depending on the Area Types of the LOCs, property within former MCAS El Toro was classified into one of seven ECP Area Type categories:

- *ECP Area Type 1* - Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).
- *ECP Area Type 2* - Areas where only release or disposal of petroleum products has occurred.
- *ECP Area Type 3* - Areas where release, disposal, and/or migration of hazardous substances have occurred, but at concentrations that do not require a removal or remedial action.
- *ECP Area Type 4* - Areas where release, disposal, and/or migration of hazardous substances have occurred, and all remedial actions necessary to protect human health and the environment have been taken.
- *ECP Area Type 5* - Areas where release, disposal, and/or migration of hazardous substances have occurred, removal and/or remedial actions are under way, but all required remedial actions have not yet been taken.
- *ECP Area Type 6* - Areas where release, disposal, and/or migration of hazardous substances have occurred, but required response actions have not yet been implemented.
- *ECP Area Type 7* - Areas that are unevaluated or require additional evaluation.

Category 2 addresses release or disposal of petroleum products only. A release of petroleum products would not prohibit the affected property's transfer under CERCLA Section 120(h). ECP Area Type 2 property has been divided into five subcategories in order to further define petroleum product releases. Area Types 2a through 2e correspond to Area Types 3 through 7, except the Area Type 2 definitions refer to petroleum products rather than hazardous substances. All Area Type 2 property is suitable for transfer regardless of subcategories. Category 2 definitions are as follows:

- *ECP Area Type 2a* - Facilities where release, disposal, and/or migration of petroleum products have occurred, but at concentrations that do not require a response action.
- *ECP Area Type 2b* - Facilities where release, disposal, and/or migration of petroleum products have occurred, and all response actions to protect human health and the environment have been taken.

- *ECP Area Type 2c* - Facilities where release, disposal, and/or migration of petroleum products have occurred, and response actions are underway, but all required response actions have not been completed.
- *ECP Area Type 2d* - Facilities where release, disposal, and/or migration of petroleum products have occurred, but required response actions have not yet been implemented.
- *ECP Area Type 2e* - Facilities that have never been evaluated or require additional investigation. Category 2e facilities include areas that may have had a release of petroleum products, but have had no sampling or field screening and require such investigations to confirm that a release has or has not occurred.

Areas where no past or present release or disposal of hazardous substances or petroleum products and their derivatives were identified are considered to be Category 1. Category 2 designations were assigned based on evidence of releases of petroleum products. Category 3 designations were based upon existing information (e.g., personnel interviews, VSIs, written records, reports) to document that contaminant levels, if present, are below action levels. Areas where known or suspected contamination has occurred were classified as Category 4 through 7 properties based upon existing documentation or VSIs.

Pursuant to U.S. Environmental Protection Agency (EPA) and DoD guidance, this EBS identifies property as uncontaminated, even if some limited quantity of hazardous substances or petroleum products were released or disposed in cases where the available information indicates that such release or disposal poses no threat to human health or the environment. Examples, as provided in the EPA guidance include usage of common household chemicals and storage of heating fuel in base housing areas, incidental releases of petroleum products on roadways and parking lots, and the routine licensed application of pesticides.

Property designated as Area Types 1 through 4 is suitable for property transfer. In general, a parcel that contains land that is deemed "unsuitable for transfer" (i.e., Area Types 5 and 6) may still be eligible for early transfer or lease (would require deferral of CERCLA covenant), provided that the intended future use is protective of human health and the environment, and with specified recommended restrictions on use of the property to protect human health and the environment or the environmental restoration process. Area Type 7 sites require further evaluation prior to determining suitability to transfer. Area types for property presented in this EBS may have changed since the designation in the 1995 EBS based upon the identification of new LOCs or based upon ongoing or completed response actions that have occurred since the 1995 EBS was published. All sites with hazardous substance or potential hazardous substance releases, disposal, and/or migration should be considered Area Types 5 through 7 until concurrence with a no further action finding is received.

Findings of the Environmental Baseline Survey Report

The following types of LOCs (with the exception of PRLs which are not considered LOCs) have been identified and have been assigned an ECP Area Type in order to determine the overall property categorization and suitability to transfer at former MCAS El Toro. The number of LOCs requiring no further action and the number of LOCs requiring further evaluation, implementation of response actions, or completion of ongoing response action are presented below:

- A total of 76 new PRLs were identified as a result of this 2003 EBS. Of these 76 sites, 15 sites require no further action and 61 sites require further evaluation for potential releases of waste to the environment. The one remaining site (the Airfield Operations Area/Runways) has been identified with a discrete "carve-out" area requiring further evaluation and the remaining portions of this site require no further action.

- A total of 92 Resource Conservation and Recovery Act (RCRA) Facility Assessment (RFA) sites are addressed within this EBS. Of these 92 RFA sites, 76 sites require no further action and 16 sites require further evaluation, implementation of response actions, or completion of ongoing response actions.
- A total of 64 temporary accumulation area (TAA) sites are addressed within this EBS. Of these 64 TAA sites, 19 of the sites require no further action and 45 sites require further evaluation, implementation of response actions, or completion of ongoing response actions.
- A total of 123 aerial photograph features/anomalies (APHO) sites are addressed within this EBS. Of these 123 APHO sites, 90 of the sites require no further action and 33 sites require further evaluation, implementation of response actions, or completion of ongoing response actions.
- A total of 21 IRP sites are addressed within this EBS. Of these 21 sites, 13 sites require no further action and 7 sites require implementation and completion of response actions. The remaining one site, IRP 24 requires no further action for the vadose zone portion and further action for the shallow groundwater unit.
- A total of 39 aboveground storage tank (AST) sites are addressed within this EBS. Of these 39 AST sites, 36 are suitable for transfer and 3 sites require further evaluation for releases of petroleum products and/or hazardous substances.
- A total of 401 underground storage tank (UST) sites are addressed within this EBS. Of these 401 UST sites, 356 are suitable for transfer and 45 sites require further evaluation or completion of response actions for releases of petroleum products or hazardous substances.
- A total of 55 oil/water separator (OWS) sites are addressed within this EBS. Of these 55 OWS sites, 44 of the sites require no further action and 11 sites require further evaluation for releases of hazardous substances or completion of ongoing response actions.
- A total of 29 wash rack sites are addressed within this EBS. Of these 29 wash rack sites, 26 sites require no further action and 3 sites require further evaluation, implementation of response actions, or completion of ongoing response actions
- Eight silver recovery units (SRU) sites are addressed within this EBS. These eight sites are considered PRLs; of these eight sites, one requires no further action and seven require further evaluation to determine whether releases of hazardous substances have occurred.
- A total of 130 polychlorinated biphenyl (PCB) transformer locations are addressed within this EBS. These 130 transformer locations require no further action. In addition, six areas have been identified as PCB transformer/equipment storage areas or areas where PCBs have been detected. Of these six areas, two areas require no further action and four require further actions.
- A total of 18 miscellaneous LOCs are addressed within this EBS. Of these 18 miscellaneous LOCs, 12 require no further action and 6 require further evaluation for releases of hazardous substances or petroleum products.

Table ES-1 summarizes the types, number, and status of LOCs identified at former MCAS El Toro.

Based on the findings of this EBS, it has been determined that approximately 78 percent of the 3,717 acres of base property is environmentally suitable for transfer at this time. Figure ES-2 depicts the transferable and non-transferable property within former MCAS El Toro. Ongoing and future environmental investigations and response actions will cause the amount of property suitable for transfer to increase in the future.

Table ES-1: Location of Concern Status Table[a]

STATUS	USTs	ASTs	OWSs	APHOs	SWMU (93)/ TAAs (64)	Other MSC	PCB XFRMRs	IRP SITES	PRLs
TOTAL (1,022)	404	39	56	124	157	18	124	24	76
NFA (787)	356	36	45	90	96[b]	12	124	13	15
% Complete (78)	88	92	79	73	61	67	100	54	20
In Review (36)	13	2	2	0	17	2	0	0	0
In Progress (199)	35	1	9	34	44	4	0	11	61

Notes: [a] The total number of LOCs listed include the following number of LOCs within parcels that have already been transferred: USTs -3; OWS-1; APHO-1; SWMU-1; IRP Sites -3. Therefore, the total number of LOCs addressed in this EBS is lower. SRUs are listed under MSC (3) and PRLs (8), and are counted in both categories due to PRLs addressing the entire facility.

[b] Includes 3 SWMUs (104, 105, & 106) with NFA determinations pending results of radiological survey.

APHO = aerial photograph features/anomalies
AST = aboveground storage tank
IRP = Installation Restoration Program
MSC = miscellaneous
NFA = no further action
OWS = oil/water separator
PCB = polychlorinated biphenyl
PRL = Potential Release Location
SWMU = solid waste management unit
TAA = temporary accumulation area
UST = underground storage tank
XFRMR = transformer

Source: United States Marine Corps (USMC) 2003.

Former Marine Corps Air Station El Toro
Lease in Furtherance of Conveyance

Exhibit "C"

MCAS EL TORO LIFOC – Finding of Suitability to Lease

EXHIBIT D

WORK EXEMPT FROM GOVERNMENT CONSENT

All work must be in accordance with Paragraph 13 of this Lease and the Finding of Suitability to Lease (FOSL). In the event of any conflict between this Exhibit D and Paragraph 13 of this Lease or the FOSL, the language of Paragraph 13 and/or the FOSL shall take precedence over the language of Exhibit D. If any such work involves any asbestos containing materials or lead based paint; prior Government approval of the work will be required. All work within the portion of the Leased Premises identified in Exhibit F (the VORTAC area) is subject to prior review, as provided in Paragraph 8.1 of this Lease.
For the leased premises, the following work may be accomplished without requesting prior Government approval:

Interior building improvements including:

- Wall & ceiling finishes/painting
- Carpeting/Flooring repair/replacement
- Lighting changes
- Plumbing changes
- HVAC repair/improvements
- Removal of partition walls.
- Construction of partition walls.

Exterior building improvements including:

- Exterior painting
- Building signage
- Roofing repair and replacement
- Window repair and replacement

Utilities: All maintenance, repair, and improvements required to provide utilities to the Leased Premises except activities that require digging or other disturbance of the ground surface

Roads and Grounds: All maintenance, repair and improvements required to maintain the roads and grounds of the Leased Premises, to include existing landscaping and existing irrigation systems, except those activities that require digging or other disturbance of the ground surface.

Former Marine Corps Air Station El Toro
Lease in Furtherance of Conveyance
Parcel 3

Exhibit "E"

Facilities Containing FAD ACM or Requiring ACM Survey Prior to Use or Occupancy

28, 155, 244, 245, 296, 297, 306, 309, 311, 312, 314, 321, 322, 324, 325, 326, 335, 360, 369, 375, 379, 383, 388, 445, 496, 529, 599, 616, 671, 700, 725, 742, 758, 759, 760, 765, 769, 770, 771, 778, 789, 801, 825, 862, 865, 866, 867, 889, 926, 1595, 1601, 1703,

Former Marine Corps Air Station El Toro
Lease in Furtherance of Conveyance

Exhibit "F"

Portion of Leased Premises Reserved for Government Use

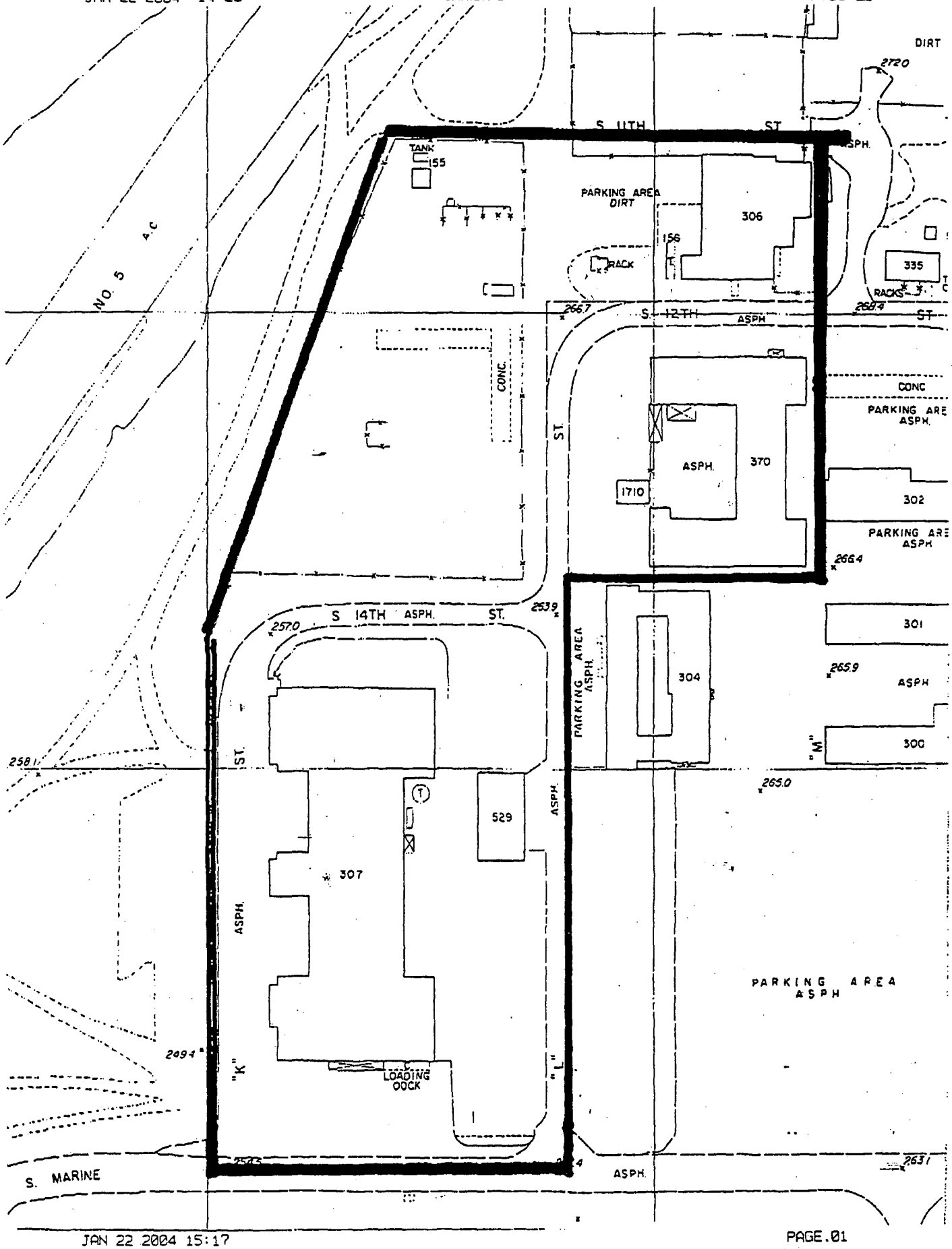

DIRT
2720
S. 11TH ST.
ASPH.
TANK
155
PARKING AREA
DIRT
306
156
RACK
335
RACKS
NO. 5 A.C.
266.7
S. 12TH ASPH
268.4
ST.
CONC.
CONC
PARKING ARE
ASPH.
ST.
ASPH.
370
1710
302
PARKING ARE
ASPH
266.4
S 14TH ASPH. ST.
253.9
257.0
301
PARKING AREA
ASPH.
304
265.9
ASPH
300
"M"
258.1
ST.
265.0
529
ASPH.
307
ASPH.
PARKING AREA
ASPH
269.4
"K"
"L"
LOADING
DOCK
S. MARINE
ASPH.
263.1

EXHIBIT C

DEPICTION OF ACCESS ROUTE TO LEASED PREMISES

[Attached]

EXHIBIT C

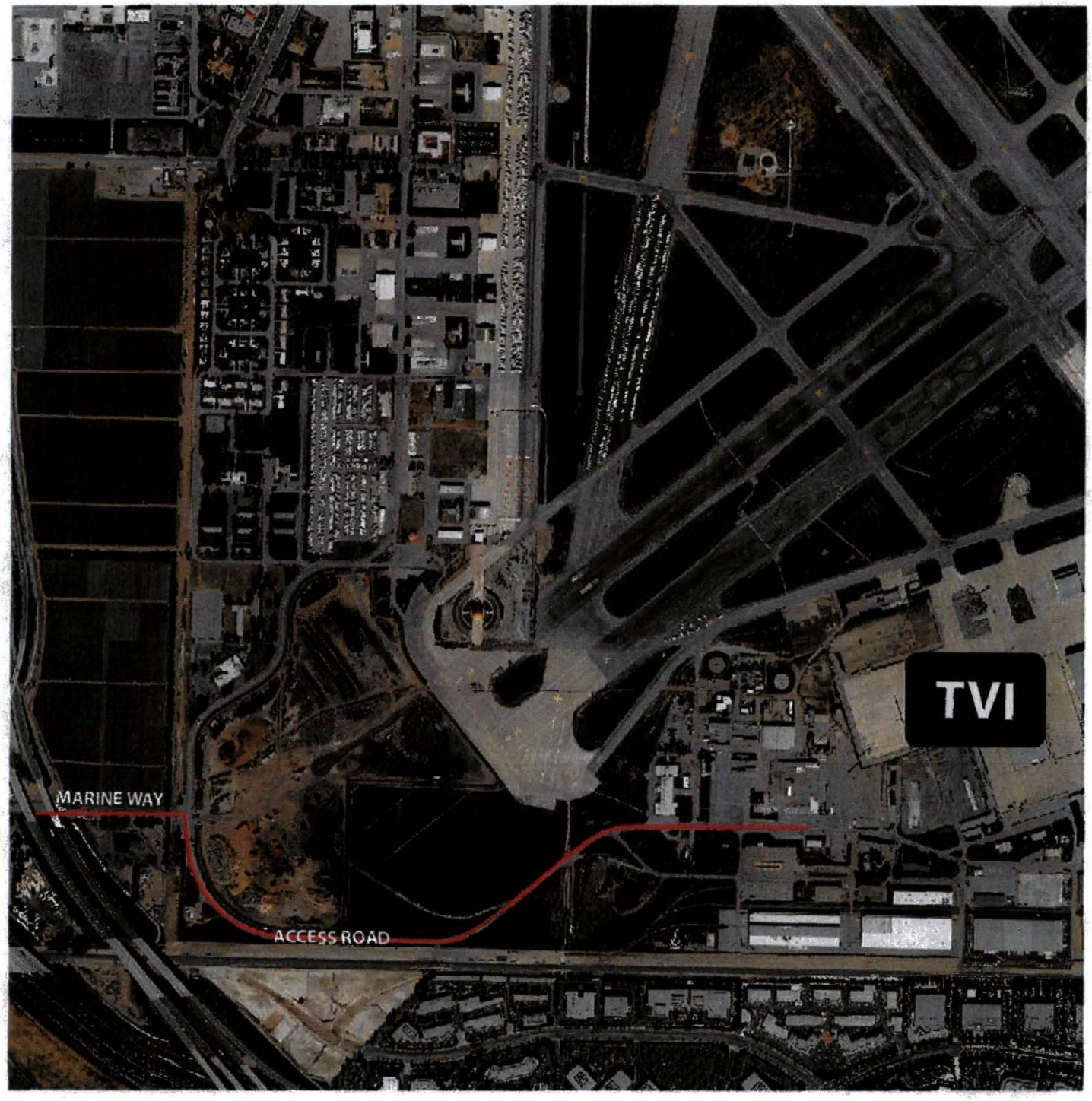


EXHIBIT D

DESCRIPTION OF ALLOWED PROCESSES AND USES ON THE LEASES PREMISES

[Attached]

EXHIBIT D

DESCRIPTION OF ALLOWED PROCESSES AND USES ON THE LEASES PREMISES

Source Separated Organics: Organic materials consist of green and wood waste including compostable materials such as leaves and grass, prunings and trimmings, branches and stumps, agricultural crop residues, wood products (i.e. scrap lumber from construction sites), and sawdust.

Construction & Demolition: These materials typically come from construction site, construction pre-manufacturing operations, and from the demolition or de-construction of residential or commercial structures. The primary component of the C&D waste stream are wood, steel, concrete, dirt, rock, brick, tile, gravel, metals, gypsum, film plastic, and cardboard.

E-Waste: It is the processing or de-manufacturing of electronic equipment or components such as televisions and computers into marketable by-products for re-manufacturing or end-market recycling provided by the recycling facility's vendors.

Residential Curbside recyclables: Recyclable materials such as newspaper, junk mail, box board, cardboard, beverage cans and other household plastic containers are collected from the curbside of households from communities in Orange County and are brought to the recycling facility site to be mechanically separated.

High Recyclable-Content Commercial material: Certain commercial waste customers generate waste streams that are very high in recoverable, recyclable materials. These generators are identifiable and can be separately routed in order to create collection routes that are high in recoverable/recyclable materials such as cardboard, glass and paper.

Buy-back Center: The buy-back center is open to the public to drop-off recyclable materials such as aluminum cans, glass bottles, cardboard, and newspaper in exchange for cash.

Food waste: The proposed food waste process is via the vermicompost method. With vermicomposting, worms are used to reduce the material. The worm "castings" are high nutrient value soil amendments for which there are ready markets in the organic farming industry. The food waste process, if implemented, would be received, collected and processed inside the Hanger. Odors may be eliminated or minimized by performing the food waste handling indoors and through a containerized or in-vessel process.

Waste Conversion Technologies: Advance processes that can convert organic material (i.e. food waste, green waste) into renewable electricity and/or green fuels.

EXHIBIT E

RULES AND REGULATIONS

1. Lessee shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall that may appear unsightly from outside the Leased Premises, in Lessor's sole discretion. No awnings or other projection shall be attached to the outside walls of the Leased Premises without the prior written consent of Lessor.

2. Unless expressly set forth to the contrary in the Lease, Lessee shall have no right or entitlement to the display of Lessee's name or logo on any Project sign, monument sign or pylon sign.

3. All cleaning and janitorial services for the Leased Premises shall be provided, at Lessee's sole cost and expense, exclusively by or through Lessee or Lessee's janitorial contractors in accordance with the provisions of the Lease. Lessee shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Leased Premises.

4. Lessee, upon termination of its tenancy, shall deliver to Lessor the keys of all doors that have been furnished to, or otherwise procured by Lessee.

5. Electric wires, telephones, burglar alarms or other similar apparatus shall not be installed in the Leased Premises except with the approval and under the direction of Lessor. The location of telephones, call boxes and any other equipment affixed to the Leased Premises shall be subject to the approval of Lessor. Any installation of telephones, telegraphs, electric wires or other electric apparatus made without permission shall be removed by Lessee at Lessee's own expense.

6. Lessee shall not use or keep in the Leased Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment, subject to any express provisions of the Lease to the contrary. Except as contemplated by the Lease, Lessee shall not use or permit to be used in the Leased Premises any foul or noxious gas or substance, or permit or allow the Leased Premises to be occupied or used in a manner offensive or objectionable to Lessor or other occupants of the Project by reason of noise, odors or vibrations, nor shall Lessee bring into or keep in or about the Premises any birds or animals.

7. Lessor reserves the right from time ·to time, in Lessor's sole and absolute discretion, exercisable without prior notice and without liability to Lessee: (a) to name or change the name of the Leased Premises or the Project; (b) to change the address of the Leased Premises, and/or (c) to install, replace or change any signs in, on or about the Great Park Property (except for Lessee's signs, if any, which are expressly permitted by the Lease).

8. Except as expressly permitted in the Lease, Lessee shall not mark, drive nails, screw or drill into the partitions, window mullions, woodwork or plaster, or in any way deface the Premises or any part thereof, except to install normal wall hangings. Lessee shall repair any damage resulting from noncompliance under this rule.

9. Canvassing, soliciting and distribution of handbills or any other written material, and peddling in other portions of the Great Park Property are expressly prohibited, and Lessee shall cooperate to prevent same.

10. Lessor reserves the right to exclude or expel from the Great Park Property any person who, in Lessor's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations.

11. Lessee shall store all its trash and garbage within its Leased Premises. Lessee shall not place in any trash box or receptacle any material that cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions reasonably issued from time to time by Lessor.

12. Except as expressly contemplated by the Lease, the Leased Premises shall not be used for lodging or for manufacturing of any kind.

13. Lessee agrees that it shall comply with all fire and security regulations that may be issued from time to time by Lessor, and Lessee also shall provide Lessor with the name of a designated responsible principal or employee to represent Lessee in all matters pertaining to such fire or security regulations. Lessee shall cooperate with Lessor in all matters concerning fire and other emergency procedures.

14. Lessee assumes any and all responsibility for protecting its Leased Premises from theft, robbery and pilferage. Such responsibility shall include keeping doors locked and other means of entry to the Premises closed.

15. The requirements of Lessee will be attended to only upon the appropriate application to benefit or Lessor's designated representative by an authorized individual. Employees of Lessor shall not perform any work or do anything outside of their regular duties unless under special instructions from Lessor.

16. Lessor may waive any one or more of these Rules and Regulations for the benefit of Lessee or any other tenant of the Great Park Property, but no such waiver by Lessor shall be construed as a waiver of such Rules and Regulations in favor of Lessee or any other such tenant, nor prevent Lessor from thereafter enforcing any such Rules and Regulations against any and all of the tenants in the Project.

17. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Project.

18. Lessor reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety, security, care and cleanliness of the Project and for the preservation of good order therein. Lessee agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations that are adopted.

19. Lessee shall be responsible for the observance of all of the foregoing rules by Lessee's employees, agents, clients, customers, invitees or guests.

20. Lessee shall not without Lessor's consent, which may be given or withheld in Lessor's sole and absolute discretion, receive, store, discharge, or transport firearms, ammunition, or weapons or explosives of any kind or nature at, on or from the Leased Premises or the Great Park Property;

provided, however, Lessee shall be permitted to have California State Police in and around the Leased Premises to secure the same and such police may carry firearms in accordance with applicable laws.

PARKING RULES AND REGULATIONS

In addition to the foregoing rules and regulations and the parking provisions contained in the Lease to which this Exhibit is attached, the following rules and regulations shall apply with respect to the use of the Great Park Property's parking areas.

1. Every parker is required to park and lock his/her own vehicle. All responsibility for damage to or loss of vehicles is assumed by the parker and Lessor shall not be responsible for any such damage or loss by water, fire, defective brakes, the act or omissions of others, theft, or for any other cause.

2. Lessee and its employees shall only park in parking areas designated by Lessor. Lessee shall not leave vehicles in the parking areas overnight nor park any vehicles in the parking areas other than automobiles, motorcycles, motor driven or non-motor driven bicycles, or four wheeled trucks.

3. Lessee and its employees shall only access the Leased Premises via the Access Road.

4. No overnight or extended term storage of vehicles shall be permitted.

5. Vehicles must be parked entirely within painted stall lines of a single parking stall.

6. All directional signs and arrows must be observed.

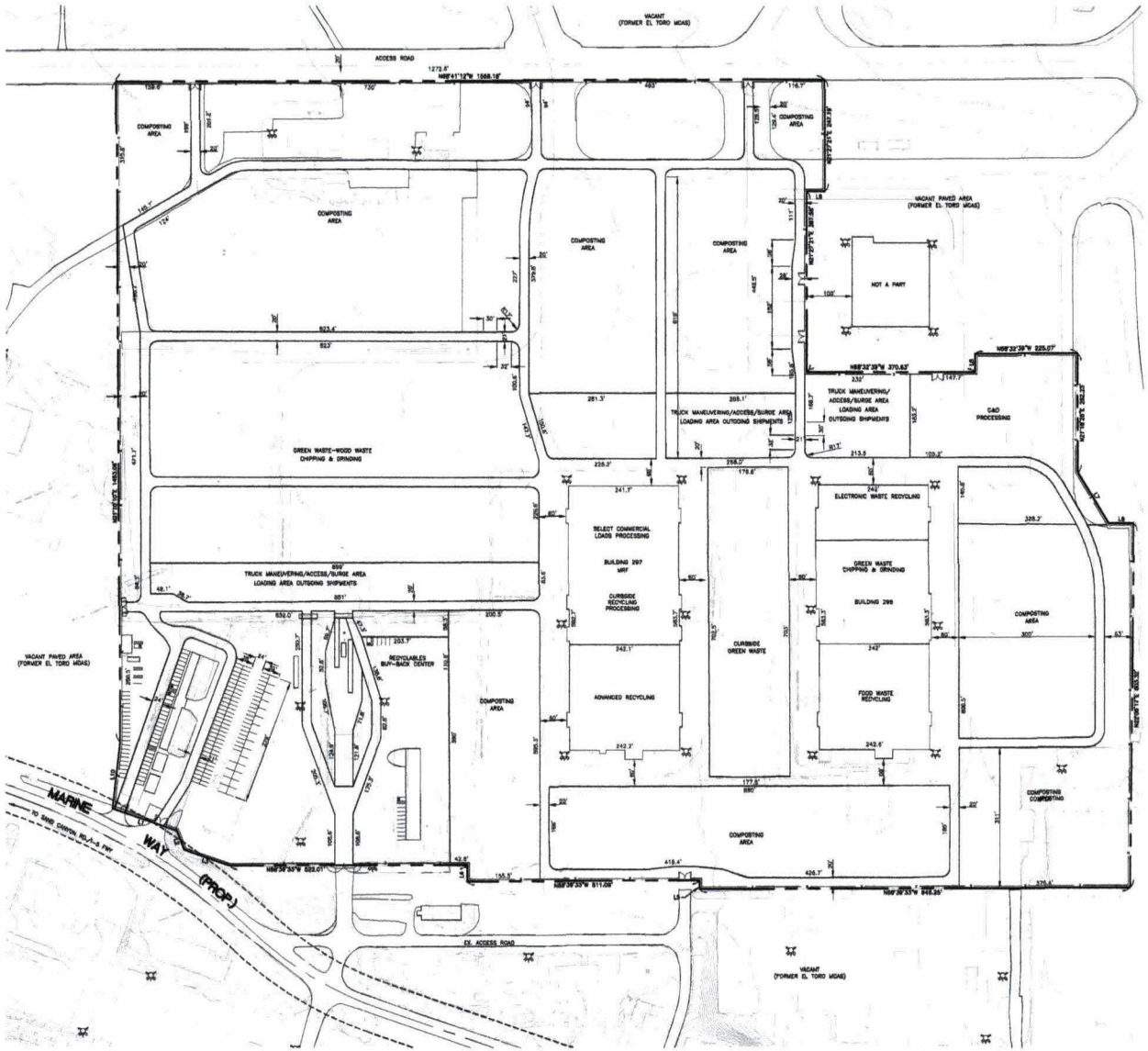
7. The speed limit within all parking areas shall be five (5) miles per hour.

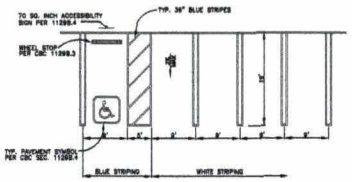
8. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles; (c) where "no parking" signs are posted; (d) on ramps; (e) in cross-hatched areas; and (f) in reserved spaces and in such other areas as may be designated by Lessor.

9. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

10. Lessor may refuse to permit any person who violates these rules to park in the parking areas, and any violation of the rules shall subject the vehicle to removal, at such vehicle owner's expense.

EXHIBIT A





NOTE: ALL HANDICAPPED PARKING, STRIPING AND SLOPES PER CALIFORNIA BUILDING CODE SECTIONS 11B502.3, 11B502 AND 11B360.3, AND FIGURES 11B-18A THROUGH 11B-23A. OTHER PARKING STALLS PER CITY OF IRVINE STANDARD PLAN No. 411.

TYPICAL PARKING DETAIL "A"

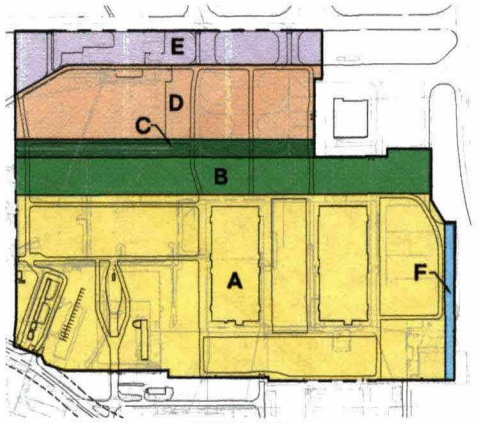
SCALE: 1"=10'

LINE TABLE

LINE	LENGTH	BEARING
L1	149.61	S49°12'11"E
L2	45.39	S00°08'30"E
L3	105.87	S49°11'40"E
L4	36.37	S21°30'27"W
L5	18.78	S21°30'27"W
L6	55.03	N87°43'24"W
L7	130.03	N08°43'28"W
L8	40.00	N21°37'21"E
L9	40.00	S88°32'41"E
L10	146.39	S27°51'18"W

LEGEND

A	AREA A	45.9 AC
B	AREA B	9.4 AC
C	AREA C	3.1 AC
D	AREA D	12.7 AC
E	AREA E	6.7 AC
F	AREA F	0.9 AC



SCHEMATIC AREAS LAYOUT

SCALE: 1"=200'

DATE	REVISIONS	NO.

PREPARED BY:
DC ENGINEERING, INC.
LAND SURVEYING & CIVIL ENGINEERING
4665 N. ECLIPSE DR., SUITE F
IRVINE, CA 92604
PHONE: (714) 779-2668 FAX (714) 779-3039

PREPARED FOR:
TIERRA VERDE INDUSTRIES
P.O. BOX 279
IRVINE, CA 92650
PHONE: (949) 551-0363
FAX: (949) 551-0532

HORIZONTAL CONTROL / SCHEMATIC LAYOUT PLAN

TVI - PHASE 3,000
00484489-PCPU CONDITIONAL USE PERMIT
799 MARINE WAY
IRVINE, CA 92618

DATE: 02-05-10
DRAWN BY: JMM
CHECKED BY: DRC
JOB No: 0806.03

SP 1.2
SHEET

OPTION 1

AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE

This AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE ("Amendment No. 1") is entered into as of this 27th day of March, 2018 ("**Effective Date**") by and between the CITY OF IRVINE, a California charter city ("**Lessor**"), and TIERRA VERDE INDUSTRIES, a California corporation ("**Lessee**").

R E C I T A L S:

A. On or about May 12, 2010, Lessor and Lessee entered into that certain Amended and Restated Lease identified by Lessor as Contract Number 5247A (the "**Lease**"), pursuant to which Lessor agreed to lease to Lessee certain real property owned by Lessor and referred to in the Lease as the "Leased Premises," and consisting of specific parcels designed in the Lease as "Parcel A,", "Parcel B," "Parcel C," "Parcel D," "Parcel E," and "Parcel F" (collectively, the "**Current Leased Premises**"). The Current Leased Premises are depicted on Exhibit A of the Lease.

B. The term of the Lease is eight (8) years, and will expire on May 12, 2018. Lessor and Lessee now wish to extend the term of the Lease with respect to a portion of the Current Leased Premises for one (1) year.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the promises and covenants hereinafter contained, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease Term Extension. The Term of the Lease is hereby extended for a period of one (1) year (the "**Extension Term**"), and shall expire on May 12, 2019. Except as expressly set forth in this Amendment No. 1, the Extension Term is subject to the same terms as the Lease.

2. Modified Leased Premises. During the Extension Term, the "**Leased Premises**" shall consist of that certain real property in the City of Irvine, County of Orange, State of California, comprising approximately sixty-two and fifty hundredths (62.50) acres, and depicted in Exhibit 1, which exhibit is attached hereto and incorporated herein by this reference. For purposes of the Extension Term, (i) the Leased Premises shall no longer be divided into separate parcels, (ii) the portion of the Leased Premises identified in the Lease as "Site AC" shall be assumed to consist of fifty-five and fifty hundredths (55.50) acres, and (iii) Rental for Site AC shall be calculated based on such reduced acreage.

3. Removal of Improvements and Personal Property from Released Premises. The portions of the Current Leased Premises that shall not comprise a portion of the Leased Premises shall hereinafter be referred to as the "**Released Premises**." For purposes of Section 18 of the Lease, as of the first day of the Extension Term, the Lease shall be deemed to have expired with respect to the Released Premises.

4. Lessor's Request for Removal. For purposes of Section 18(c) of the Lease, this Section 4 shall be deemed to constitute Lessor's request that Lessee remove all of the improvements installed, constructed or existing on the Leased Premises, including any foundations for building placed on the Leased Premises by Lessee, prior to the expiration of the Lease (e.g., prior to the expiration of the Extension Term).

5. Acceptance of Solid Waste Generated Within the City of Irvine. Lessee shall provide a preference to solid waste generated or accumulated within the territorial boundaries of the City of Irvine, and shall not accept any solid waste generated or accumulated outside of the territorial boundaries of the City of Irvine if such acceptance would preclude Lessee's capacity to accept any solid waste generated or accumulated within the territorial boundaries of the City of Irvine.

6. Interpretation. The terms of this Amendment No. 1 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 Amendment No. 1 or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Amendment No. 1.

7. Litigation Matters. The Superior Court of the State of California in and for the County of Orange shall have exclusive jurisdiction of any litigation between the parties arising out of or connected to this Amendment No. 1. This Amendment No. 1 shall be governed by and construed under the internal laws of the State of California, without regard to conflict of law principals. If either party to this action is required to initiate or defend, or is made a party to any action or proceeding in any way connected with this Amendment No. 1, 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 reasonable attorney's fees and costs. The term "attorney's fees" shall include reasonable costs for investigating the action, conducting discovery, cost of appeal, costs and fees for expert witnesses, and all other costs the court allows which are incurred in such litigation, whether or not such litigation is prosecuted to final judgment.

8. Counterparts. This Amendment No. 1 may be executed in counterparts, each of which, when all the parties hereto have signed this Amendment No. 1, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[End – Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the Effective Date.

"Lessor"

CITY OF IRVINE,
a California charter city

By: _____

Its:

"Lessee"

TIERRA VERDE INDUSTRIES,
a California corporation

By: _____
Arthur Kazarian
Its: President

By: _____
Kris Kazarian
Its: Treasurer

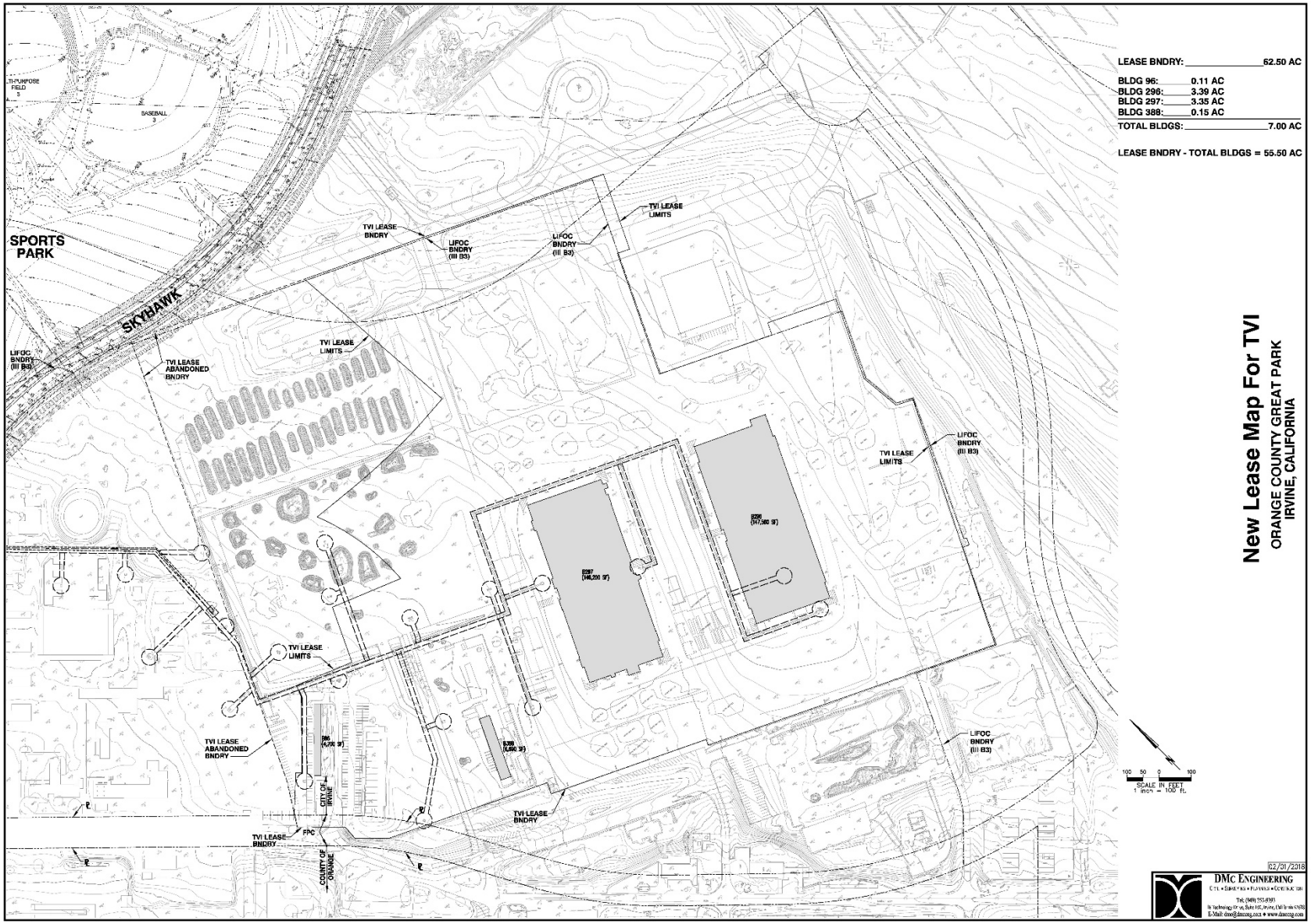
APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey T. Melching, City Attorney

EXHIBIT "A"

DEPICTION OF LEASED PREMISES

(See Attached)



882/048170-0940
11924983.5 a03/15/18

OPTION 2

AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE

This AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE ("Amendment No. 1") is entered into as of this 27th day of March, 2018 ("**Amendment Effective Date**") by and between the CITY OF IRVINE, a California charter city ("**Lessor**"), and TIERRA VERDE INDUSTRIES, a California corporation ("**Lessee**").

R E C I T A L S:

A. On or about May 12, 2010, Lessor and Lessee entered into that certain Amended and Restated Lease identified by Lessor as Contract Number 5247A (the "**Lease**"), pursuant to which Lessor agreed to lease to Lessee certain real property owned by Lessor and referred to in the Lease as the "Leased Premises," and consisting of specific parcels designed in the Lease as "Parcel A,", "Parcel B," "Parcel C," "Parcel D," "Parcel E," and "Parcel F" (collectively, the "**Current Leased Premises**"). The Current Leased Premises are depicted on Exhibit A of the Lease.

B. The term of the Lease is eight (8) years, and will expire on May 12, 2018. Lessor and Lessee now wish to extend the term of the Lease with respect to a portion of the Current Leased Premises for two (2) years.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the promises and covenants hereinafter contained, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease Term Extension. The Term of the Lease is hereby extended for a period of two (2) years (the "**Extension Term**"), and shall expire on May 12, 2020. Except as expressly set forth in this Amendment No. 1, the Extension Term is subject to the same terms as the Lease.

2. Modified Leased Premises. During the Extension Term, the "**Leased Premises**" shall consist of that certain real property in the City of Irvine, County of Orange, State of California, comprising approximately sixty-two and fifty hundredths (62.50) acres, and depicted in Exhibit 1, which exhibit is attached hereto and incorporated herein by this reference. For purposes of the Extension Term, (i) the Leased Premises shall no longer be divided into separate parcels, (ii) the portion of the Leased Premises identified in the Lease as "Site AC" shall be assumed to consist of fifty-five and fifty hundredths (55.50) acres, and (iii) Rental for Site AC shall be calculated based on such reduced acreage.

3. Removal of Improvements and Personal Property from Released Premises. The portions of the Current Leased Premises that shall not comprise a portion of the Leased Premises shall hereinafter be referred to as the "**Released Premises**." For purposes of Section 18 of the Lease, as of the first day of the Extension Term, the Lease shall be deemed to have expired with respect to the Released Premises.

4. Screening Requirements; Removal of Odor-Causing Materials.

a. By July 12, 2018, Lessee shall submit to Lessor for review and approval plans for screening to be installed within the Leased Premises along the boundary between the Leased Premises and the proposed water park (the "**Screening Improvements**"). The Screening Improvements may consist of fencing, landscaping, one or more berms, and/or other improvements or installations reasonably acceptable to Lessor. Upon Lessor's approval of the Screening Improvements, which approval shall not be unreasonably withheld, Lessee shall install the Screening Improvements. Installation of all of the Screening Improvements shall be completed by March 12, 2019.

b. By March 12, 2019, Lessee shall have removed from the Leased Premises and relocated off-site all "compost windrows", and for the remainder of the Extended Term, Lessee shall not actively compost greenwaste by initiating new compost windrows on the Leased Premises.

c. If Lessee has not timely complied with the obligations set forth in paragraphs a and b of this Section 4, Lessor may terminate the Lease by providing to Lessee, in writing, a thirty (30) day notice of termination.

5. Lessor's Request for Removal. For purposes of Section 18(c) of the Lease, this Section 5 shall be deemed to constitute Lessor's request that Lessee remove all of the improvements installed, constructed or existing on the Leased Premises, including any foundations for building placed on the Leased Premises by Lessee, prior to the expiration of the Lease (e.g., prior to the expiration of the Extension Term), or within thirty (30) days after any earlier termination of the Lease.

6. Acceptance of Solid Waste Generated Within the City of Irvine. Lessee shall provide a preference to solid waste generated or accumulated within the territorial boundaries of the City of Irvine, and shall not accept any solid waste generated or accumulated outside of the territorial boundaries of the City of Irvine if such acceptance would preclude Lessee's capacity to accept any solid waste generated or accumulated within the territorial boundaries of the City of Irvine.

7. Interpretation. The terms of this Amendment No. 1 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 Amendment No. 1 or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Amendment No. 1.

8. Litigation Matters. The Superior Court of the State of California in and for the County of Orange shall have exclusive jurisdiction of any litigation between the parties arising out of or connected to this Amendment No. 1. This Amendment No. 1 shall be governed by and construed under the internal laws of the State of California, without regard to conflict of law principals. If either party to this action is required to initiate or defend, or is made a party to any action or proceeding in any way connected with this

Amendment No. 1, 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 reasonable attorney's fees and costs. The term "attorney's fees" shall include reasonable costs for investigating the action, conducting discovery, cost of appeal, costs and fees for expert witnesses, and all other costs the court allows which are incurred in such litigation, whether or not such litigation is prosecuted to final judgment.

9. Counterparts. This Amendment No. 1 may be executed in counterparts, each of which, when all the parties hereto have signed this Amendment No. 1, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[End – Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the Effective Date.

"Lessor"

CITY OF IRVINE,
a California charter city

By: _____

Its:

"Lessee"

TIERRA VERDE INDUSTRIES,
a California corporation

By: _____
Arthur Kazarian
Its: President

By: _____
Kris Kazarian
Its: Treasurer

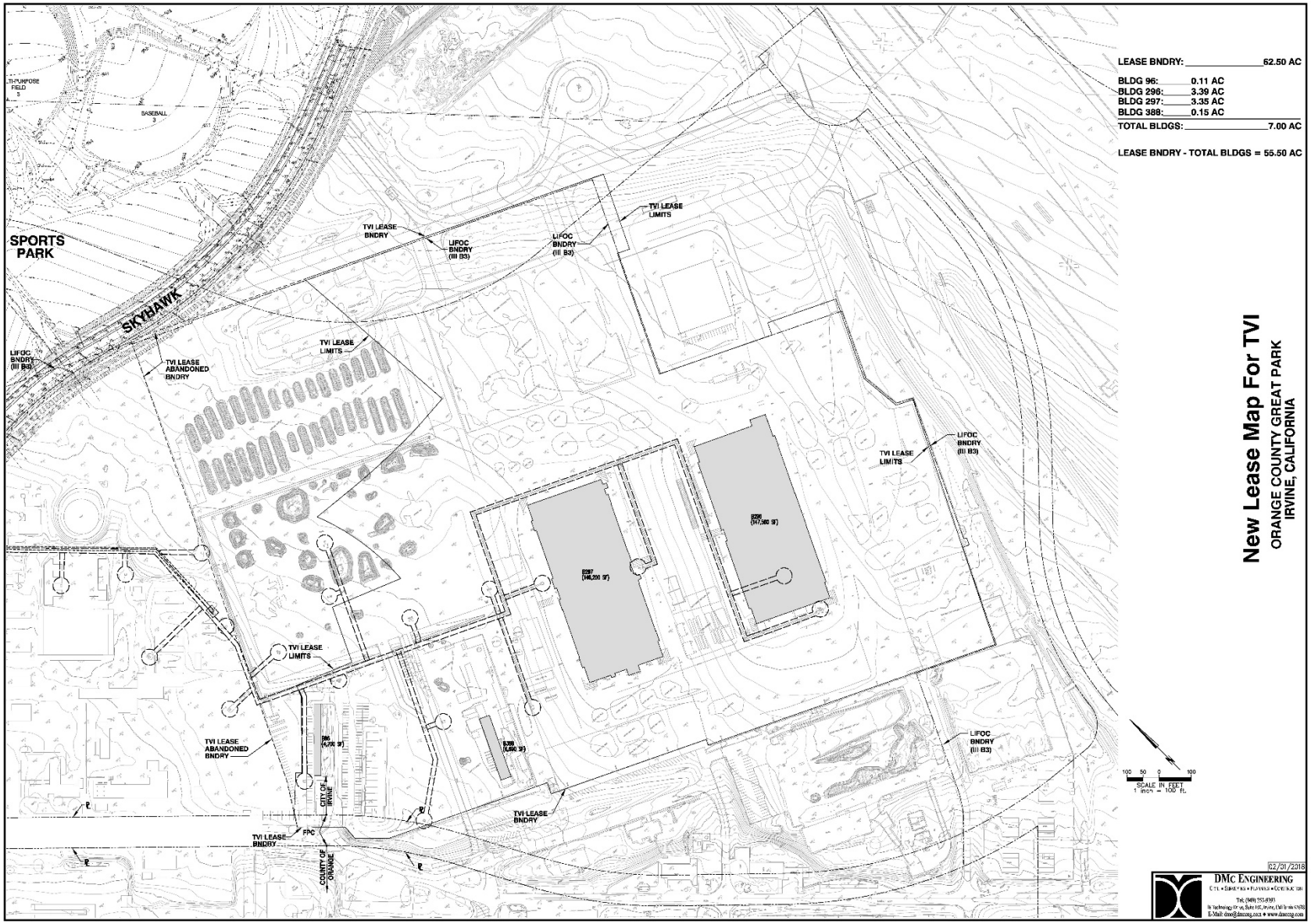
APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

_____
Jeffrey T. Melching, City Attorney

EXHIBIT "A"

DEPICTION OF LEASED PREMISES

(See Attached)



882/048170-0940
11924983.5 a03/15/18

TIERRA VERDE INDUSTRIES
Greenwaste • Woodwaste
Grinding • Composting
Soil Amendments
C & D Processing

February 26, 2018

Chris Koster
City of Irvine
Manager Great Park Planning & Dev.
1 Civic Center Plaza
Irvine, CA 92606

VIA E-MAIL ONLY @
CKoster@cityofirvine.org

Re: Amendment No. 1 to Amended and Restated Lease - TVI

Dear Chris:

Tierra Verde Industries is in receipt of the proposed "Amendment No. 1 to Amended and Restated Lease". TVI is acceptable to the terms and conditions as set forth in the amended agreement, except for the length of the lease agreement.

It is our understanding the City is offering a "one (1) year term" extension beginning on May 12, 2018. TVI respectfully is requesting a "two (2) year term" extension beginning May 12, 2018 through May 12, 2020.

We have taken the liberty to redline the above revisions so you can view them on paper.

Tierra Verde Industries looks forward to a continued positive Lessor/Lessee relationship during this lease extension.

Sincerely,

Kris Kazarian

enclosure

ATTACHMENT 5
to March 27 OCGP Board Report

TIERRA VERDE INDUSTRIES
Mailing Address: P.O. Box 279 • Irvine, CA 92650-0279
(949) 551-0363 • (949) 551-1532 Fax

AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE

This AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE ("Amendment No. 1") is entered into as of this 24th day of April, 2018 ("**Amendment Effective Date**") by and between the CITY OF IRVINE, a California charter city ("**Lessor**"), and TIERRA VERDE INDUSTRIES, a California corporation ("**Lessee**").

RECITALS:

A. On or about May 12, 2010, Lessor and Lessee entered into that certain Amended and Restated Lease identified by Lessor as Contract Number 5247A (the "**Lease**"), pursuant to which Lessor agreed to lease to Lessee certain real property owned by Lessor and referred to in the Lease as the "Leased Premises," and consisting of specific parcels designed in the Lease as "Parcel A,", "Parcel B," "Parcel C," "Parcel D," "Parcel E," and "Parcel F" (collectively, the "**Current Leased Premises**"). The Current Leased Premises are depicted on Exhibit A of the Lease.

B. The term of the Lease is eight (8) years, and will expire on May 12, 2018. Lessor and Lessee now wish to extend the term of the Lease with respect to a portion of the Current Leased Premises for one (1) year, and to provide Lessor with an option to authorize a further extension of the term of the Lease for up to one (1) additional year.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the promises and covenants hereinafter contained, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease Term Extension.

a. The Term of the Lease is hereby extended for a period of one (1) year (the "**Initial Extension Term**") and, subject to the remainder of this Section 1, shall expire on May 12, 2019.

b. The Irvine City Council (the "**City Council**") may, in its sole and absolute discretion, authorize Lessor to further extend the Term of the Lease, for up to one (1) additional year beyond the Initial Extension, provided Lessee has presented evidence satisfactory to Lessor that Lessee has identified a viable alternative relocation site(s) located outside of the boundaries of the Orange County Great Park for Lessee (any such authorization, an "**Extension Authorization**"). Any Extension Authorization shall be provided by the City Council at a City Council meeting held in January or February of 2019. Lessee shall have ten (10) business days following an Extension Authorization to provide a written notice to Lessor of Lessee's desire to accept the further extension to the Term of the Lease as set forth in the Extension Authorization (such extension, a "**Further Extension Term**"). Except as expressly set forth in this Amendment No. 1, the Initial Extension Term, and if authorized pursuant to an Extension Authorization and timely

agreed to by Lessee, the Further Extension Term (if so authorized and agreed to, an "**Approved Further Extension Term**"), are subject to the same terms as the Lease.

2. Modified Leased Premises. During the Initial Extension Term and (if applicable) an Approved Further Extension Term, the "**Leased Premises**" shall consist of that certain real property in the City of Irvine, County of Orange, State of California, comprising approximately sixty-two and fifty hundredths (62.50) acres, and depicted in Exhibit 1, which exhibit is attached hereto and incorporated herein by this reference. During the Initial Extension Term and (if applicable) an Approved Further Extension Term, (i) the Leased Premises shall no longer be divided into separate parcels, (ii) the portion of the Leased Premises identified in the Lease as "Site AC" shall be assumed to consist of fifty-five and fifty hundredths (55.50) acres, and (iii) Rental for Site AC shall be calculated based on such reduced acreage.

3. Removal of Improvements and Personal Property from Released Premises. The portions of the Current Leased Premises that shall not comprise a portion of the Leased Premises shall hereinafter be referred to as the "**Released Premises.**" For purposes of Section 18 of the Lease, as of the first day of the Initial Extension Term, the Lease shall be deemed to have expired with respect to the Released Premises.

4. Screening Requirements; Removal of Compost Windrows.

a. Within forty-five (45) days after an Extension Authorization that (i) authorizes a Further Extension Term of not less than nine (9) months, and (ii) is agreed to by Lessee, Lessee shall submit to Lessor for review and approval plans for screening to be installed within the Leased Premises along the boundary between the Leased Premises and the proposed water park (the "**Screening Improvements**"). The Screening Improvements may consist of fencing, landscaping, one or more berms, and/or other improvements or installations reasonably acceptable to Lessor. Upon Lessor's approval of Lessee's plans for the Screening Improvements, which approval shall not be unreasonably withheld, Lessee shall install the Screening Improvements. Installation of all of the Screening Improvements shall be completed within two (2) months after City approves Lessee's plans for the Screening Improvements.

b. By March 12, 2019, Lessee shall have removed from the Leased Premises and relocated off-site all "compost windrows", and for the remainder of the Initial Extension Term and (if applicable) an Approved Further Extension Term, Lessee shall not actively compost greenwaste by initiating new compost windrows on the Leased Premises.

c. If Lessee has not timely complied with the obligations set forth in paragraphs a and b of this Section 4, Lessor may terminate the Lease by providing to Lessee, in writing, a thirty (30) day notice of termination.

5. Lessor's Request for Removal. For purposes of Section 18(c) of the Lease, this Section 5 shall be deemed to constitute Lessor's request that Lessee remove all of the improvements installed, constructed or existing on the Leased Premises, including

any foundations for building placed on the Leased Premises by Lessee, prior to the expiration of the Lease (e.g., prior to the expiration of the Initial Extension Term or (if applicable) an Approved Further Extension Term), or within thirty (30) days after any earlier termination of the Lease.

6. Acceptance of Solid Waste Generated Within the City of Irvine. During the Initial Extension Term and (if applicable) an Approved Further Extension Term, Lessee shall provide a preference to solid waste generated or accumulated within the territorial boundaries of the City of Irvine, and shall not accept any solid waste generated or accumulated outside of the territorial boundaries of the City of Irvine if such acceptance would preclude Lessee's capacity to accept any solid waste generated or accumulated within the territorial boundaries of the City of Irvine.

7. Interpretation. The terms of this Amendment No. 1 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 Amendment No. 1 or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Amendment No. 1.

8. Litigation Matters. The Superior Court of the State of California in and for the County of Orange shall have exclusive jurisdiction of any litigation between the parties arising out of or connected to this Amendment No. 1. This Amendment No. 1 shall be governed by and construed under the internal laws of the State of California, without regard to conflict of law principals. If either party to this action is required to initiate or defend, or is made a party to any action or proceeding in any way connected with this Amendment No. 1, 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 reasonable attorney's fees and costs. The term "attorney's fees" shall include reasonable costs for investigating the action, conducting discovery, cost of appeal, costs and fees for expert witnesses, and all other costs the court allows which are incurred in such litigation, whether or not such litigation is prosecuted to final judgment.

9. Counterparts. This Amendment No. 1 may be executed in counterparts, each of which, when all the parties hereto have signed this Amendment No. 1, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[End – Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the Amendment Effective Date.

"Lessor"

CITY OF IRVINE,
a California charter city

By: _____
Donald P. Wagner
Its: Mayor

ATTEST:

_____
Molly McLaughlin, City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

_____
Jeffrey T. Melching, City Attorney

"Lessee"

TIERRA VERDE INDUSTRIES,
a California corporation

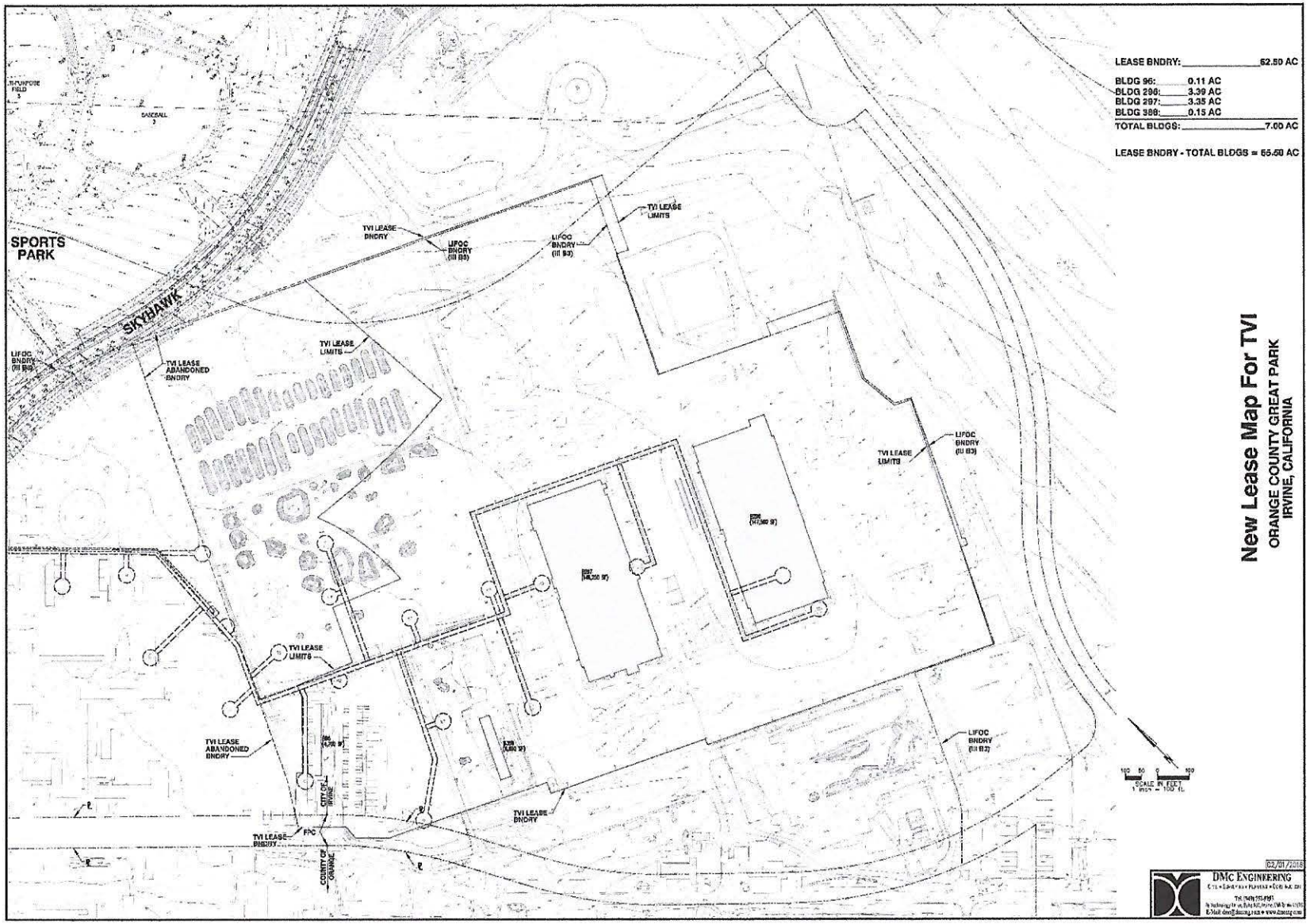
By: _____
Arthur Kazarian
Its: President

By: _____
Kris Kazarian
Its: Treasurer

EXHIBIT "A"

DEPICTION OF LEASED PREMISES

(See Attached)



882/048170-0992
12062377.9 a04/16/18

1.3

REQUEST FOR BOARD ACTION

MEETING DATE: APRIL 24, 2018

TITLE: GREAT PARK CULTURAL TERRACE/WILD RIVERS PARKING LOT CAPITAL IMPROVEMENT PROJECT

Director of Public Works

City Manager

RECOMMENDED ACTION

Recommend that the City Council approve a budget adjustment appropriating funds in the amount of $500,000 from the Orange County Great Park Fund 180 unallocated fund balance for the Great Park Cultural Terrace/Wild Rivers Parking Lot capital improvement project.

EXECUTIVE SUMMARY

On March 27, 2018, the City Council directed staff to proceed with design and construction of a 1,200-space parking lot, within the Great Park Cultural Terrace, to serve the proposed Wild Rivers Waterpark and future Cultural Terrace amenities. A copy of the March 27 staff report is included for reference (Attachment 1).

Funding for the subject parking lot was not included in the Fiscal Year 2017-18 budget. The recommended budget adjustment (Attachment 2) appropriates funds for a new capital improvement project for environmental evaluation and preparation of construction plans, specifications and contract documents for the parking lot.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

In accordance with City Financial Policy and the City Fiscal Transparency and Reform Act, the recommended action is presented for consideration by the Orange County Great Park Board of Directors.

ANALYSIS

Construction of the proposed 1,200-space parking lot requires coordination with Wild Rivers to complete an environmental analysis and prepare engineering plans to facilitate the City's competitive bid process. Staff anticipates completing these project phases within the next six months and presenting the construction plans for City Council approval and authority to bid the project by no later than October 2018. The

construction phase is expected to begin in January 2019 with completion by September 2019, contingent on activities to be performed by Wild Rivers.

ALTERNATIVES CONSIDERED

None. The recommended action is needed to implement the policy direction provided to staff by the City Council on March 27, 2018.

FINANCIAL IMPACT

The environmental evaluation and preparation of construction plans for the parking lot is estimated to cost $500,000. Approximately $53 million is available in the Orange County Great Park Fund 180 unallocated fund balance. Staff recommends funding the parking lot environmental and final design phases from this fund balance. Funding for the construction phase will be presented for City Council consideration once an updated construction estimate is prepared by the design engineer. The preliminary construction cost estimate for the parking lot is $11.7 million.

REPORT PREPARED BY Scott Smith, Deputy Director of Public Works

ATTACHMENTS

1. March 27, 2018 Staff Report with Attachments
2. Budget Adjustment

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: MARCH 27, 2018

TITLE: EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF IRVINE AND WILD RIVERS IRVINE, LLC

Interim Director, Orange County Great Park

City Manager

RECOMMENDED ACTION

1. Provide direction regarding the Exclusive Negotiating Agreement between the City of Irvine and Wild Rivers Irvine, LLC, by selecting one of the following options:

   Option 1. Authorize the Mayor to execute Wild Rivers' requested Amended and Restated Exclusive Negotiating Agreement, allowing Developer to defer its acceptance of site conditions and commence Negotiating Period No. 2.

   -OR-

   Option 2. Authorize the Mayor to execute a Letter Agreement to extend Negotiating Period No. 1 to September 30, 2018, to allow Wild Rivers to complete its required approval of site conditions and return to the Orange County Great Park Board of Directors and City Council for authorization to commence Negotiating Period No. 2.

2. Provide direction regarding Wild Rivers' request that the City construct the parking lot necessary to serve the water park.

EXECUTIVE SUMMARY

On June 27, 2017, with a 3-0-2 vote (Councilmembers Wagner, Shea and Fox voting in favor; Councilmembers Lalloway and Schott absent), the City Council authorized and the Mayor executed an Exclusive Negotiating Agreement (ENA) between the City of Irvine and Wild Rivers Irvine, LLC (Wild Rivers) (Attachment 1). The ENA provides a roadmap for lease negotiation and pre-development activities, creating two negotiating periods each with specific obligations and deliverables. The initial term for completion of all deliverables for Negotiating Period No. 1 (Period 1) was to end December 31, 2017.

ATTACHMENT 1

The City completed and provided Wild Rivers its Period 1 deliverables prior to December 2017. At the request of Wild Rivers' representatives, on November 20, 2017, the City extended Period 1 to March 31, 2018 to provide more time for Wild Rivers to complete its Period 1 deliverables. Without additional action by the City Council, the ENA will expire on March 31, 2018. The required obligations and deliverables under Period 1 are defined in the ENA (Attachment 1). Wild Rivers' provided Period 1 deliverables are included as Attachment 2. Still outstanding is the developer's written approval of the environmental and physical conditions of the site.

On February 7, 2018, representatives from Wild Rivers informed the City that it would need additional time to complete its outstanding obligations and requested a deferral of its required acceptance of the environmental and physical conditions of the proposed site to Negotiating Period No. 2 (Period 2). This deferral is documented in an Amended and Restated ENA (Attachment 3), provided by Wild Rivers. The Amended and Restated ENA postpones completion of this outstanding due diligence item into Period 2, allowing critical path Period 2 activities to commence, such as California Environmental Quality Act (CEQA) review and required entitlement applications. Deliverables for Period 2 are to be completed by December 31, 2018.

Staff has presented two options for consideration, based on the request by Wild Rivers:

- Option 1. Approve the Amended and Restated ENA, allowing Wild Rivers to defer its acceptance of the environmental and physical site conditions to Period No. 2. If the Amended and Restated ENA were approved, Period 2 would commence, including CEQA review and entitlement activities. Wild Rivers would be responsible for reimbursement of all City costs during ENA Period 2. City Council consideration of a ground lease would occur prior to the end of Period 2.

- Option 2. Extend Period 1 by six months, to September 30, 2018, providing additional time for Wild Rivers to complete its outstanding Period 1 deliverables and for the parties to complete a draft lease with summary price and terms for City Council review prior to commencement of CEQA review and entitlement activities.

On February 7, 2018, Wild Rivers' representatives informed the City that they need the City to fund and construct the 1,200-space parking lot necessary to serve the water park. The City's consulting engineer, AECOM, has provided a preliminary cost estimate for the parking lot construction of approximately $11.7 million. The amount of rent to be paid by Wild Rivers to the City for use of a City-owned parking lot and other lease terms have yet to be negotiated. A March 15 letter from Wild Rivers with its request is included as Attachment 4.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

Exclusive Negotiating Agreement

On June 27, 2017, the Board and City Council approved an ENA with Wild Rivers by a 3-0-2 vote (Members Wagner, Shea and Fox voting in favor; Members Lalloway and Schott absent). The ENA establishes a period of time during which Wild Rivers and the City conduct exclusive negotiations, are to identify a site, develop lease terms, and the developer can conduct site investigations, and environmental review activities. The ENA also provides a schedule for the due diligence, design work, environmental review deliverables, and transaction milestones for each party. The ENA schedule was determined to enable a 2019 water park opening.

The ENA divides the development process into two negotiating periods. Period 1 began upon the Board and City Council's approval of the ENA document, in June 2017, and was to conclude by December 31, 2017. Period 1 obligations include:

- City provides property documents and a preliminary title report to developer
- City identifies site
- Developer performs site inspections and written acceptance of the physical and environmental conditions of the site
- Developer submits written approval from its debt and equity partners
- Developer submits proposed development concept and site plan
- Developer prepares development costs, a pro forma development budget and a construction schedule for the water park
- City and developer negotiate and attempt to prepare a preliminary draft form of Ground Lease

Once Wild Rivers and the City complete Period 1 obligations, the ENA provides for the Board and City Council to review and determine if the obligations have been met and whether to authorize the commencement of Period 2. Period 2 obligations include:

- Environmental review pursuant to CEQA
- Developer submits application for land use entitlements
- Developer provides preliminary commitment of construction and permanent financing from qualified debt and equity providers
- City obtains appraisal of fair market value to confirm lease terms

- Proposed Lease document, CEQA environmental review, and entitlement applications are presented for consideration

Since the execution of the ENA, staff has worked diligently to complete its Period 1 deliverables prior to December 31, 2017, including site identification, delivery of property documents, preliminary title report and the drafting of an initial proposed lease. On November 20, 2017, at the request of Wild Rivers, the City extended the Period 1 expiration date from December 31, 2017 to March 31, 2018, to allow Wild Rivers more time to complete its Period 1 obligations.

On February 7, 2018, Wild Rivers informed the City it would not complete its site due diligence and provide the required written approval of the environmental and physical site conditions prior to the March 31, 2018 Period 1 deadline. The Amended and Restated ENA, as proposed by Wild Rivers, and included in Option 1 above, moves this still outstanding deliverable to Period 2, allowing Period 2 activities to commence and the outstanding site due diligence work to be conducted concurrently. The documents submitted by Wild Rivers to satisfy its Period 1 obligations are included as Attachment 2. All of the required obligations, save for the acceptance of the site conditions, have been met. Although the submitted letters from the debt and equity providers meet the minimum stated requirement in the ENA, staff is working to gather more information about Wild Rivers' proposed financial partners, including their respective financial capacity and the exact nature of the entities behind the letters, EPT Water Parks and Wild Rivers Investors. A more comprehensive and binding financial commitment will be required of the debt and equity providers before a lease commences.

The Amended and Restated ENA also changes the reimbursement structure. Rather than enter into a Reimbursement Agreement with the City as previously contemplated, Wild Rivers will establish a Developer Deposit Case account (CD Deposit Account) with the City's Community Development Department. The CD Deposit Account will be utilized to reimburse the City for all reimbursable costs that the City incurs for work performed during Period 2, including staff time, and attorney and consultant costs. Unlike the previously contemplated Reimbursement Agreement, reimbursement through the CD Deposit Account will occur as costs are incurred and Wild Rivers will be responsible for reimbursement regardless of whether a lease is finalized. The Period 2 term end would remain December 31, 2018 and City Council consideration of a ground lease would occur prior to the end of Period 2.

As an alternative to approving Wild Rivers' proposed Amended and Restated ENA and allowing Period 2 to commence without completion of all Wild Rivers Period 1 deliverables, the Board and City Council could extend Period 1 to provide more time for completion, as outlined in Option 2 above. Attachment 5 to this report provides a six-month extension during which time Wild Rivers could complete its site investigations and deliver written approval of site conditions. This would also allow additional time to complete a draft form of lease for Board and City Council review prior to commencement of any Period 2 activities. Under this scenario, the CEQA and

entitlement processes would not commence until all obligations and deliverables of Negotiating Period 1 are complete. This could cause delay to Wild Rivers' stated goal of opening in 2019.

Lease

Staff's intent, as presented at the June 27, 2017 meeting was to provide a draft form of lease for consideration prior to the end of ENA Period 1 so that the Board and City Council could review the high-level terms of the lease prior to initiating Period 2. While the City and Wild Rivers have been working towards this goal, we have been unable to reach agreement on several lease terms. The key unresolved terms are:

- Pre-paid Rent, Demonstration of Financial Capacity: The City has proposed a three-year, pre-paid ground rent payment due at the commencement of the lease as a means for the lessee and financial partners to demonstrate financial capability and commitment. Representatives from Wild Rivers have indicated they will counter this proposal and provide an alternative means of demonstrating financial capability, but have not done so at this time.
- Liability Insurance: Wild Rivers has proposed insurance limits significantly lower than the City's special liability attorney and Risk Management Department recommend.
- Lessee: Wild Rivers has proposed that the City's lessee under the lease be EPR Properties (EPR), a publicly traded real estate investment trust, or an affiliate of EPR, rather than Wild Rivers.
- Parking Lot Construction and Rent: Which party will be responsible for building the parking lot, as well as what rents will be paid and how revenue sharing would work, is still an outstanding item. Wild Rivers, as indicated in its March 15 letter included as Attachment 4, and as outlined in the next section, is asking for a commitment from the City to fund and build the parking lot.

Completion of a draft lease is not a requirement of ENA Period 1. As contemplated in the ENA, it is staff's intent to continue to work through the unresolved lease issues with Wild Rivers in order to bring a form of lease document back for the City Council's consideration prior to the end of ENA Period 2, should the Board and City Council authorize (either now or at a later date) the commencement of Period 2.

Parking Lot Construction

Wild Rivers has asked for a commitment from the City to deliver the 1,200 parking spaces necessary for water park operations. This request is outlined in the March 15 letter from Mike Riedel, included as Attachment 4. The approximate cost for construction of the parking lot, based on an estimate by AECOM is $11.7 million. The estimated time for completion, including design, competitive bidding, demolition and full

construction as a City capital project is 15 to 18 months from completion of CEQA review and lease approval.

Wild Rivers' response to the City's Water Park Request for Proposals in spring 2017 included a commitment to fund and construct the parking lot. A City-owned parking lot would also likely provide more City control over its use and operations than a Wild River-owned parking lot and would provide more flexibility for future shared use with other tenants within the Cultural Terrace. That said, without agreed upon lease terms with Wild Rivers for the parking lot, it is unclear what the return on investment or means for cost recovery would be for the City. The pro forma development budget submitted by Wild Rivers assumes significant parking revenue accruing to the developer and its financial partners.

Should the Board and Council approve a commitment by the City to build the parking lot City staff would attempt to negotiate a parking lot lease arrangement with Wild Rivers where the City builds the parking lot. If the Board and Council does not approve the City construction of the parking lot, City staff would attempt to negotiate a parking lot lease arrangement where Wild Rivers builds the parking lot.

ALTERNATIVES CONSIDERED

The City Council could elect to take no action, in which case the ENA would expire on March 31, 2018 and City and Wild Rivers would have no further obligations. The City Council could choose to extend the ENA Period 1 for a longer or shorter term then the six months proposed in Option 2 above. With regard to Wild Rivers' request for the City's construction of the parking lot, the City Council could approve the request with additional restrictions and contingencies as deemed appropriate.

FINANCIAL IMPACT

The Amended and Restated ENA requires Wild Rivers to reimburse the City for all staff and consultant costs associated with Period 2 activities. Wild Rivers would be required to make an initial $75,000 deposit and, if necessary, certain replenishment deposits, all of which would be used to reimburse costs as incurred throughout the remaining period of the ENA.

If the City were to commit to fund and construct a 1,200-space parking lot to serve visitors to the water park, AECOM's preliminary estimate for the construction cost is $11.7 million. This would be a City cost likely drawn from the Great Park Fund balance. There are sufficient unallocated funds. However, a commitment of this amount would reduce the fund balance contingency in advance of receiving secondary maintenance revenue expected to start in Fiscal Year 2022-23.

REPORT PREPARED BY Steve Torelli, Management Analyst II

ATTACHMENTS

1. Exclusive Negotiating Agreement Between the City of Irvine and Wild Rivers, LLC dated June 27, 2017
2. Exclusive Negotiating Agreement Period 1 Wild Rivers Deliverables
3. Wild Rivers proposed Amended and Restated Exclusive Negotiating Agreement
4. Letter dated March 15, 2018 from Wild Rivers requesting that the City build water park parking lot
5. Letter Agreement to Extend Negotiating Period 1 to September 30, 2018

COPY

EXCLUSIVE NEGOTIATING AGREEMENT

THIS EXCLUSIVE NEGOTIATING AGREEMENT (the "Agreement") is entered into as of June 27, 2017 (the "**Effective Date**"), by and between the **CITY OF IRVINE**, a chartered city and municipal corporation ("**City**"), and **WILD RIVERS IRVINE, LLC**, a California limited liability company ("**Developer**"). City and Developer may be individually referred to herein as a "**Party**" and collectively referred to herein as the "**Parties**".

RECITALS

The following recitals are a substantive part of this Agreement.

A. City is the owner of fee title or has a sub-leasehold interest in certain real property that has been designated for development of a metropolitan park known as the "Orange County Great Park," located in the City of Irvine, County of Orange, State of California (the "**Great Park**").

B. Developer is a California limited liability company whose principals have experience in owning and operating water parks.

C. Developer wishes to explore the possibility of developing and operating a waterpark (the "**Proposed Development**") within the area of the Great Park commonly referred to as the "Cultural Terrace," which comprises approximately two hundred fifty (250) acres. The Cultural Terrace portion of the Orange County Great Park is depicted in the Map attached hereto as Exhibit "A" and incorporated herein by this reference.

D. The purpose of this Agreement is to establish a period during which the Developer may perform studies and investigations and other due diligence activities within an approximately thirty (30) acre portion of the Cultural Terrace (the "**Proposed Site**") to determine the feasibility of the development of a Proposed Development, and City and Developer shall exclusively negotiate with each other to attempt to agree on terms on which City would lease the Proposed Site to Developer for Developer's development and operation of a Proposed Development (a "**Ground Lease**").

NOW THEREFORE, the Parties mutually agree as follows:

1. Agreement to Negotiate. in Good Faith City and Developer agree that for the term of the "Negotiating Period" (as defined in Section 2 hereof) each party shall diligently and in good faith attempt to negotiate the terms of a Ground Lease for Developer's development of a Proposed Development on the Proposed Site for consideration by the Irvine City Council (the "**City Council**"). City agrees to negotiate exclusively with Developer, and not to negotiate with any other person or entity, with regard to the lease or development of the Proposed Site during the Negotiating Period.

2. Negotiating Period. The initial term of the Negotiating Period shall be for the period from the Effective Date until December 31, 2017 ("**Negotiating Period No. 1**"). In the

event that prior to the end of Negotiating Period No. 1 Developer has performed all of its duties as required by Exhibit "B" attached hereto and incorporated herein by this reference, and the City Council has authorized an extension of the Negotiating Period and approved a "**Reimbursement Agreement**") (as defined in Section 4(b) below), the Term of the Negotiating Period shall be extended until December 31, 2018 ("**Negotiating Period No. 2**") to complete the negotiation and drafting of a Ground Lease and the environmental review required under the California Environmental Quality Act ("**CEQA**") for a Proposed Development and Ground Lease.

If by the end of Negotiating Period No. 1 Developer (i) has not performed all of its duties as required by Exhibit "B", (ii) the City Council has not authorized the extension of the Negotiating Period, or (iii) the City Council has not approved a Reimbursement Agreement then this Agreement shall automatically terminate without further written notice. If by the end of Negotiating Period No. 2 Developer has not performed all of its duties as required by Exhibit "C", then this Agreement shall automatically terminate without further written notice (except as the Negotiating Period may be extended pursuant to the terms of this Agreement). Upon such automatic termination and expiration of the Negotiating Period, both Parties knowingly agree that neither Party shall have any further rights or remedies as to the other, except as specifically set forth herein.

3. Duties During Negotiating Period. The Parties' respective duties during Negotiating Period No. 1 are set forth in Exhibit "B" which is attached hereto and incorporated herein. The Parties' respective duties during Negotiating Period No. 2 are set forth in Exhibit "C" which is attached hereto and incorporated herein. The duties of the Parties shall be carried out in accordance with the schedule attached hereto as Exhibit "D" and incorporated herein (the "**ENA Schedule**").

4. Deposit.

(a) As a condition to the effectiveness of this Agreement, Developer shall have delivered to City cash or a cashier's or certified check in the amount of Seventy-Five Thousand Dollars ($75,000) (the "**Initial Deposit**") During Negotiating Period No. 1, the Initial Deposit may be drawn down and used by City for costs incurred by City for consultants, attorneys, engineers, appraisers, Navy consultants and other third party services undertaken at the direction of City in furtherance of City's responsibilities under this Agreement, including the costs incurred by City to negotiate and prepare this Agreement ("**Reimbursable Costs**"). Should the remaining balance of the Initial Deposit drop below Ten Thousand Dollars ($10,000) at any time prior to the end of Negotiating Period No. 1, Developer shall promptly deliver to City cash or a cashier's or certified check in the amount necessary to bring the remaining balance to Ten Thousand Dollars ($10,000). Should this Agreement terminate at the end of Negotiating Period No. 1, the remaining amount of the Initial Deposit will be returned to Developer. If this Agreement is not terminated at the end of Negotiating Period No. 1, at the commencement of Negotiating Period No. 2, any remaining amount of the Initial Deposit will be used to fund a portion of the initial balance required under the Reimbursement Agreement, and will be deemed to be part of the Second Deposit (as defined in subparagraph (b) below).

(b) Prior to the expiration of Negotiating Period No. 1, the Parties shall enter into an agreement which provides for Developer to deliver to City cash or a cashier's or certified

check in the amount of Five Hundred Thousand Dollars ($500,000) (the "**Second Deposit**") for purposes of paying for Reimbursable Costs, including, without limitation, the costs incurred by City for an environmental consultant to prepare the documentation necessary to conduct the environmental review required under CEQA (the "**Reimbursement Agreement**"). In addition to other terms, the Reimbursement Agreement shall provide for (i) City to hold and retain the Second Deposit in a separate City account, (ii) Developer to deliver to City additional funds to be added to and become part of the Second Deposit if the sum of City's Reimbursable Costs exceeds ninety percent (90%) of the amount of the Second Deposit held by City, and (iii) City to return the Second Deposit to Developer if City and Developer fail to reach agreement on the terms of, and enter into, a Ground Lease by the expiration of Negotiating Period No. 2, as it may be extended pursuant to the terms of this Agreement, unless (a) such failure is as a result of Developer's default of its obligations under this Agreement, including Developer's failure to negotiate in good faith hereunder, or (b) City determines, based on the environmental review required under CEQA, that a Proposed Development is not environmentally or financially feasible. The Reimbursement Agreement shall further provide that at such time as (1) City and Developer enter into a Ground Lease, or (2) this Agreement is terminated, or Negotiating Period No. 2 expires, and Developer is not entitled to a return of the Second Deposit pursuant to the immediately preceding sentence, (x) all portions of the Second Deposit that are necessary to cover Reimbursable Costs shall be released to City, and (y) all portions of the Second Deposit that are not necessary to cover Reimbursable Costs shall be returned to Developer.

5. Due Diligence. Developer and its employees, contractors, agents, representatives, architects, engineers and consultants (collectively, the "**Developer Entities**"), at Developer's sole cost and expense, shall have the right to inspect the Proposed Site, make surveys and conduct such soils, engineering, hazardous or toxic material, pollution, seismic or other tests, studies and investigation as Developer may require (collectively, the "**Inspections**").

(c) Developer shall cause the Inspections to be conducted at times reasonably acceptable to City, upon not less than seventy-two (72) hours prior written notice to City in each instance, and in a manner that does not materially adversely affect the Proposed Site. City may have a representative present at any Inspections of the Proposed Site. In conducting its Inspections at the Proposed Site, Developer and the Developer Entities shall: (i) not damage any part of the Proposed Site or any personal property owned or held by any third party; (ii) promptly repair any damage to the Proposed Site resulting directly or indirectly from the entry by Developer or the Developer Entities or from any such Inspections; (iii) not injure or otherwise cause bodily harm to City, or its tenants, agents, guests, invitees, contractors and employees; (iv) comply with all applicable laws; (v) promptly pay when due the costs of all Inspections; and (vi) not permit any liens to attach to the Proposed Site by reason of the exercise of Developer's rights hereunder.

(d) Promptly upon completion of each Inspection, Developer shall cause the portion of the Proposed Site subject to such Inspection to be restored to the condition existing immediately prior to such Inspection. Developer shall provide City, at no additional charge, with copies of the results of each Inspection made by or for Developer concurrently with Developer's receipt of such results.

(e) Developer hereby indemnifies, defends, and holds harmless City and the Orange County Great Park Corporation and their respective officers, officials, members,

employees, directors, agents, representatives, contractors, and volunteers (collectively, the "City and City Personnel"), and the Proposed Site, free and harmless from and against any and all claims, damages, liabilities, demands, actions, liens, stop notices, losses, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising from or as a result of the conducting of Inspections, except to the extent caused by an indemnified party's gross negligence, recklessness or intentional misconduct.

(f) Developer's obligations under this Section 5 shall survive the expiration or termination of this Agreement.

6. Pre-Existing Environmental Conditions. Developer acknowledges that commencing in the 1940's, the Great Park was operated for over fifty (50) years as a military base, including as a "Master Jet Station." Throughout its operational years, the mission of the Great Park involved the operation and maintenance of military aircraft and ground-support equipment. A by-product of these activities was the generation of "Toxic Materials" (as defined below) at various locations. Since the late 1980's, the Department of the Navy ("**DON**"), which overseas both the United States Navy and Marine Corps, has undertaken environmental investigations, analysis, testing, and remediation activities in the Great Park to address past releases of Toxic Materials.

Developer acknowledges and agrees that numerous environmental documents pertain to the Great Park and the Proposed Site, including with respect to the presence of Toxic Materials. Many of such documents are a matter of record, however certain of the documents are available only upon request to the appropriate regulatory agencies, including the Department of Toxic Substances Control, the California Regional Water Quality Control Board, and the DON. Developer acknowledges and agrees that with respect to the Inspections Developer shall be bound by the terms, reservations, easements, covenants, conditions, restrictions and agreements set forth in such documents as they relate to the Proposed Site, and this Agreement and Developer's right to enter the Proposed Site and conduct Inspections shall be subject to and subordinate to such documents and restrictions, and any amendments thereto as may be made from time to time, and/or other remedial or related requirements as may be imposed on the Premises (collectively, the "**Environmental Restrictions**"). As used in this Agreement, the term "**Toxic Materials**" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substances Account Act), (iii) defined as a "hazardous material" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) formaldehyde, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (x) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33

U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) ("RCRA"), or (xii) defined as "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

Developer further acknowledges and agrees that (i) a substantial majority of the Proposed Site remains under the ownership of the DON, and has been leased to Heritage Fields LLC, a Delaware limited liability company ("**Heritage Fields**"), by a Lease in Furtherance of Conveyance executed on July 12, 2005 (the "**LIFOC**"), (ii) concurrently with the execution of the LIFOC, Heritage Fields assigned and transferred all of its right, title and interest in and to the LIFOC with respect to the portions of the Proposed Site subject to the LIFOC (and certain other properties subject to the LIFOC) to City by an Assignment of Leases, which was recorded in the Official Records of Orange County on July 12, 2005 (the "**Assignment**"), (iii) each of the LIFOC and Assignment impose various restrictions and limitations on City's use of the Proposed Site, including restrictions on any intrusive or invasive testing or investigation (e.g., testing that breaks the surface of the ground), (iv) prior to conducting any Inspections on the Proposed Site, Developer shall coordinate with City so that City may obtain approval under the LIFOC and Assignment, if required, for the Inspections, and in conducting any Inspections, Developer agrees to and shall comply with all applicable terms of the LIFOC, Assignment, and all other applicable restrictions, (v) the Great Park project is an installation identified as a National Priorities List Site under CERCLA, (vi) the Government, EPA and the State, and their officers, agents, employees, contractors and subcontractors, have the right to enter upon the Proposed Site for the purposes consistent with any provisions of the environmental cleanup program (including, without limitation, the BRAC Cleanup Plan, FFA, and the Installation Restoration Program, and (vii) Developer shall not interfere with or damage any of the remediation equipment that may be located on or near the Proposed Site from time to time.

7. **Insurance.** Without limiting Developer's indemnification obligations under this Agreement, Developer 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 Developer and/or the Developer Entities, including without limitation Developer's conducting of the Inspections. In the event that Developer subcontracts any portion of the work, the contract between Developer and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Developer is required to maintain pursuant to this Section.

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 Developer's performance of this Agreement, including without limitation Developer's conducting of the Inspections. Such insurance shall be endorsed to:

(1) Name the City and City Personnel as additional insured for claims arising out of Developer's performance of this Agreement, including without limitation Developer's conducting of the Inspections.

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

B. Automobile Liability Insurance with a limit of liability of not less than $1,000,000 each occurrence and $1,000,000 annual aggregate. 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 and City Personnel as additional insureds for claims arising out of Developer's performance of this Agreement, including without limitation Developer's conducting of the Inspections.

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

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

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

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: Developer 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. ***Statements on an insurance certificate will not be accepted in lieu of the actual endorsements required.*** 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.

F. 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 City.

G. Insurance of Subcontractors. Developer shall be responsible for causing subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City and City Personnel as additional insureds to the Subcontractor's policies.

8. No Predetermination of City Discretion. The Parties acknowledge and agree that nothing in this Agreement in any respect does or shall be construed to affect or prejudge the exercise of City's discretion concerning the designation of the Proposed Site and/or consideration of a Proposed Development or a Ground Lease, or any submittal by Developer with respect to either of the foregoing. The Parties do not intend this Agreement to be a Ground Lease, development agreement, purchase agreement or other agreement for the lease or other conveyance of land or the construction or development of improvements thereon. The Parties acknowledge and agree that they have not agreed upon the essential terms of the subject matter of a transaction, and that such essential terms will be the subject matter of further negotiations. Notwithstanding any submittals to be made by Developer hereunder, and/or any authorization by the City Council to extend the term of this Agreement to the Second Negotiating Period, the Parties acknowledge and agree that any final agreement, if an agreement is reached, would be in the form of a Ground Lease, and any such Ground Lease would not be effective until it has been considered and formally approved by the City Council and thereafter has been executed by authorized representatives of each of the Parties. Notwithstanding anything in this Agreement to the contrary, City does not intend by this Agreement to commit to a definite course of action with respect to the Proposed Site, a Proposed Development or a Ground Lease. City retains full discretion with respect to the Proposed Site, a Proposed Development and a Ground Lease, any CEQA determination with respect to a Proposed Development and Ground Lease, and any mitigation measures or alternatives to the Proposed Development pursuant to CEQA, including a decision not to proceed with the Proposed Site, a Proposed Development, or Ground Lease.

9. Costs and Expenses. Except as provided in Section 4 above, each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under this Agreement.

10. Lead Negotiators. The City Manager, or his or her designee, shall be the lead negotiator for the City with respect to the subject matter of this Agreement. The President of the Developer shall be the lead negotiator for the Developer with respect to the subject matter of this Agreement.

11. Change in Developer. The qualifications of Developer are of particular interest to City. Consequently, no person or entity, whether a voluntary or involuntary successor of Developer, shall acquire any rights or powers under this Agreement, nor shall Developer assign all or any part of this Agreement, without the prior written approval of City, which approval City may grant, withhold or deny at its sole and absolute discretion. Any other purported transfer, voluntarily or by operation of law, shall be absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee.

12. City Cooperation. City agrees to cooperate with Developer in supplying financial institutions with appropriate information, if available and not otherwise privileged, to facilitate the obtaining of financing or commitments for financing for a Proposed Development. City shall also

cooperate with Developer's professional consultants and associates in providing them with any information and assistance reasonably within the capacity of City to provide in connection with the preparation of Developer's submissions to City pursuant to this Agreement or as required by state or local laws and regulations. This requirement does not obligate City to incur any monetary costs therefor.

13. Address for Notices. Any notices pursuant to this Agreement shall be in writing and sent (i) by Federal Express (or other established express delivery service which maintains delivery records), (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the following addresses:

To City:	City of Irvine 1 Civic Center Plaza Irvine, CA 92606 Attn.: City Manager
With a copy to:	City of Irvine 1 Civic Center Plaza Irvine, CA 92606 Attn.: Orange County Great Park Director
And to:	City of Irvine 1 Civic Center Plaza Irvine, CA 92606 Attn.: City Attorney
To Developer:	Mike Riedel Wild Rivers Irvine, LLC 150 Via Monte Doro Redondo Beach, CA 90277

Any Party may designate a different address for itself by notice similarly given. Any notice, demand or document so given, delivered or made by United States mail, shall be deemed to have been given seventy-two (72) hours after the same is deposited in the United States mail as registered or certified mail, addressed as above provided, with postage thereon fully prepaid. Any notice, demand or document delivered by overnight delivery service shall be deemed complete upon actual delivery or attempted delivery, provided such attempted delivery is made on a business day. Any such notice, demand or document not given by registered or certified mail or by overnight delivery service as aforesaid shall be deemed to be given, delivered or made upon receipt of the same by the Party to whom the same is to be given or delivered.

14. Default. Failure by either Party to negotiate in good faith or to perform any other of its duties as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the action required to cure the default. If the default remains uncured fifteen (15) days after the date of such notice, the non-defaulting Party may exercise the remedies set forth in Section 15 of this Agreement.

15. Remedies for Breach of Agreement. In the event of an uncured default under this Agreement, the sole remedies of the non-defaulting Party shall be (a) to terminate this Agreement, and (b) to institute an action for specific performance of this Agreement. Following the termination of this Agreement, neither Party shall have any further rights, remedies or obligations under this Agreement, except as specifically set forth herein. Neither Party shall have any liability to the other for monetary damages for the breach of this Agreement, or failure to reach agreement on a Ground Lease, and each Party hereby waives and releases any such rights or claims it may otherwise have at law or at equity. Furthermore, Developer knowingly agrees that it shall have no right to specific performance for conveyance of any right, title or interest in the Proposed Site or any portion thereof, and shall not file a lis pendens with respect to the Proposed Site or any portion thereof. The Parties' rights and obligations under this Section 15 shall survive the expiration or termination of this Agreement.

16. Attorney's Fees. In the event any action is taken by either Party to this Agreement to enforce this Agreement, the prevailing Party shall be entitled to recover from the other Party its actual attorneys' fees and costs. The Parties' rights and obligations under this Section 16 shall survive the expiration or termination of this Agreement.

17. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

18. Time of Essence. Time is of the essence of every portion of this Agreement in which time is a material part. In no event shall an incomplete submittal by Developer trigger any obligation of City to review and/or perform hereunder; provided, however that City shall notify Developer of an incomplete submittal as soon as is practicable and in no event later than the applicable time set forth for City's action on the particular item in question. Further, the time periods set forth herein are outside dates of performance. In the event a Party completes a performance item earlier that the time required hereunder, the time for the next performance obligation of a Party shall commence. Thus, the Parties agree that the requirements hereunder may occur and be completed in a shorter time frame than set forth herein.

19. Agreement Does Not Constitute Development Approval. City reserves final discretion and approval as to any Proposed Development and any Ground Lease and all proceedings and decisions in connection therewith. This Agreement shall not be construed as a grant of development rights or land use entitlements to construct a Proposed Development or any other project on the Proposed Site. All design, architectural, and building plans for any Proposed Development shall be subject to the review and approval of City. By its execution of this Agreement, City is not committing itself to or agreeing to undertake the disposition of the Proposed Site to Developer, or any other acts or activities requiring the subsequent independent exercise of discretion by City or any agency or department thereof.

20. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California.

21. Amendments. This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by the Parties.

22. Implementation of Agreement. City shall maintain authority to implement this Agreement through the City Manager (or his or her duly authorized representative). City Manager shall have the authority to make approvals, waive provisions and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the substantive business terms of this Agreement, or add to the costs incurred or to be incurred by City as specified herein. Such amendments may include extensions of time to perform. All other material and/or substantive approvals, waivers, or amendments shall require the consideration, action and written consent of the City Council.

21. No Brokers. Each Party shall indemnify, defend, protect and hold harmless the other Party from and against any and all obligations or liabilities to pay any real estate broker's commission, finder's fee, or other compensation to any person or entity arising from or in connection with this Agreement which results from any act or agreement of such Party.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

NOW THEREFORE, City and Developer have executed this Exclusive Negotiating Agreement as of the date first set forth above.

CITY:

CITY OF IRVINE,
a chartered city and municipal corporation

By: _____
Donald P. Wagner, Mayor

ATTEST:

_____
Molly McLaughlin, City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey T. Melching, City Attorney

DEVELOPER:

WILD RIVERS IRVINE, LLC, a California limited liability company

By: _____
Its: PRESIDENT

By: _____
Its: _____

EXHIBIT "A"

MAP OF CULTURAL TERRACE

[To Be Attached]

EXHIBIT "B"

NEGOTIATING PERIOD NO. 1 DUTIES

a. Property Documents. Within thirty (30) days after the Effective Date, City shall provide or cause to be provided to Developer all documents relating to the physical or environmental condition of the Proposed Site (including, but not limited to, environmental, property physical condition, geological studies, engineering and structural analyses, and geotechnical reports and soil tests and analyses) to the extent reasonably known to be in City's possession (except for such materials which have previously been provided to Developer). City shall provide any other documents relating to the Proposed Site which are in the possession of the City, at the request of the Developer.

b. Identification of Proposed Site. Within the first ten (10) days of Negotiating Period No. 1, City and Developer shall negotiate in good faith to identify the portion of the Cultural Terrace that will be designated as the Proposed Site.

c. Developer Due Diligence. Developer and the Developer Entities, at Developer's sole cost and expense, shall perform Inspections with respect to the Proposed Site, all in accordance with Section 5 of the Agreement.

d. Title Report. Within the first forty-five (45) days of Negotiating Period No. 1, City shall cause First American Title Company, or another title company reasonably acceptable to the Parties, to provide Developer with a current preliminary title report covering the Proposed Site, together with legible copies of all documents and instruments referred to in said title report, to the extent available from the title company. During Negotiating Period No. 1, Developer shall review the preliminary title report and documents.

e. Developer Submission of Proposed Development Concept. Prior to August 31, 2017, Developer shall submit to City the following (collectively, the "**Development Concept**"):

(i) a proposed project description and concept drawings.

(ii) a proposed site plan.

(iii) a proposed initial construction schedule.

(iv) an estimate of development costs for a Proposed Development.

(v) a preliminary pro forma statement of project return for a Proposed Development.

(vi) written approval of all due diligence items, including without limitation, the environmental condition of the Proposed Site, and physical condition of the Proposed Site.

(vii) written approval of the preliminary title to the Proposed Site.

(viii) a detailed schedule for the parties' actions during Negotiating Period No. 2.

f. Negotiate and Attempt to Prepare Preliminary Draft Form of Ground Lease. City and Developer shall negotiate and attempt to prepare a preliminary draft form of Ground Lease.

g. Reimbursement Agreement. City and Developer shall negotiate and attempt to prepare a Reimbursement Agreement.

h. Debt and Equity Partner Approval. Developer shall obtain the written approval of the Proposed Development from Developer's debt and equity partners, and provide a description of the process for Developer to obtain final approval for debt and equity financing of the costs of the Proposed Development, including all contingencies and capital contribution requirements for Developer.

i. Extension of Negotiating Term. If the City Council determines that all of Developer's obligations under this Exhibit B have been performed prior to the end of Negotiating Period No. 1, and the City Council authorizes an extension, pursuant to its sole and absolute discretion, the Negotiating Period shall be extended as set forth in Section 2 of the Agreement. If the City Council does not determine that all of the Developer's obligations under this Exhibit B have been performed prior to the end of Negotiating Period No. 1, and/or the City Council does not authorize such an extension, the Agreement shall automatically terminate at the expiration of Negotiating Period No. 1.

EXHIBIT "C"

NEGOTIATING PERIOD NO. 2 DUTIES

a. Negotiation and Attempt to Prepare Draft Ground Lease. The Parties shall diligently negotiate and attempt to prepare a draft Ground Lease, based upon the terms and conditions contained in the Development Concept and in the preliminary draft form of Ground Lease.

b. CEQA Requirements. City shall prepare all documentation required pursuant to the California Environmental Quality Act of 1970, Public Resources Code Section 21000, *et seq.* Developer shall be responsible for the cost of all CEQA documentation.

c. Application for Land Use Entitlements. Developer shall make applications for all land use entitlements and approvals required for a Proposed Development.

d. Financing Commitment. Developer shall provide to City for City review and approval a preliminary commitment from qualified lenders and/or equity sources for construction and permanent financing for a Proposed Development.

f. Appraisal. City shall obtain an appraisal of the fair market value of the Proposed Site, and the fair rental value of the Proposed Site, with the conditions and requirements contemplated to be included in a proposed Ground Lease, from a reputable state-certified appraiser. The Developer shall be responsible for the cost of any such appraisal.

EXHIBIT "D"

ENA SCHEDULE

Activity	Responsible Party	Date
Deliver 1 fully executed copy of Agreement to Developer	City	Within 10 days after City Council approval of this Agreement
Negotiating Period No. 1		
Identification of Portion of Cultural Terrace to be evaluated as the Proposed Site	City	Within first 10 days of Negotiating Period No. 1
Deliver Property Documents to Developer	City	Within first 30 days of Negotiating Period No. 1
Deliver Title Report to Developer	City, Title Company	Within first 45 days of Negotiating Period No. 1
Deliver Development Concept Submission to City	Developer	On or before August 31, 2017
City acknowledgement of submission of complete Development Concept	City	Prior to end of Negotiating Period No. 1
Developer and City negotiate and attempt to prepare Reimbursement Agreement	Developer and City	Prior to end of Negotiating Period No. 1
Developer and City negotiate and attempt to prepare preliminary draft form of Ground Lease.	Developer and City	Prior to end of Negotiating Period No. 1

Negotiating Period No. 2		
Continue negotiation and preparation of draft Ground Lease	City and Developer	Immediately upon commencement of Negotiating Period No. 2
Developer submits application for land use entitlements	Developer	Within 90 days prior to end of Negotiating Period No. 2
Developer submits evidence of financing commitments for a Proposed Development	Developer	Within 60 days prior to end of Negotiating Period No. 2
City obtains appraisal of fair market value and fair rental value of Proposed Site	City	Within 45 days prior to the end of Negotiating Period No. 2
City Council consideration of Ground Lease and environmental review under CEQA	City	Prior to end of Negotiating Period No. 2

Wild Rivers Exclusive Negotiating Agreement Exhibit B1 Deliverables

Exhibit #	Document
A	Proposed Project Description and Concept Drawings
B	Proposed Site Plan
C	Proposed Initial Construction Schedule
D	Estimate of Project Development Costs
E	Preliminary Pro Forma of Project Return
F	Omitted – Written Approval of Due Diligence, per Wild Rivers request to defer this item to Negotiating Period 2
G	Written Approval of Preliminary Title Report
H	Detailed Schedule for Parties' Period 2 Actions
I	Omitted – Reimbursement Agreement, per Wild Rivers request for Amended ENA
J	Debt and Equity Partner Approval of Project

1. Project Summary

Wild Rivers Waterpark – Irvine, CA

A. Activation of the Park

Wild Rivers Waterpark Irvine is the rebirth of a proven business that was established in 1986. Providing a safe, clean and wholesome environment for every member of the family. The original park established a brand still known throughout Southern California today, 5 years after losing their lease. Amazingly, the original management team never lost their vision or determination and have now been given the ultimate second chance, building a state of the art facility in a premier location, The Great Park of Irvine, with an expected opening in the summer 2019.

Proven Concept- Wild Rivers Waterpark

Wild Rivers is a regional waterpark consisting of attractions for all ages and levels of adventure seekers while adding educational elements to help bring awareness to one of our most precious resources, water. The first phase of the park will house 7 multi-lane slides, a lazy river almost a quarter of a mile in length, wave pool, large kiddie area with age appropriate attractions, rental cabanas, food and souvenir shops, management and maintenance offices and parking all on a 35-acre site located within the new Great Park being constructed in Irvine, CA. Added to some attractions will be an interactive educational element to teach attendees about water and drought related issues. The seasonal park will open for weekend business in late May. It will operating 7 days a week once the local schools end for the year. Operations will then revert back to weekend operations at the end of summer depending on the local school schedule and demand. Daily ticket or annual passes allow access to the park, and all attractions are included in the price. Cabanas can be reserved for an additional fee. Food service will consist of a full menu of salads, sandwiches and will be prepared on site in a central kitchen and nonalcoholic drinks including soda, water and juices will be available for sale. Concession stands located throughout the park will sell tasty treats and ice cream, along with beverages, and the souvenir shop will provide the incidentals and memorabilia.

Established Operations Team

The core operational team has been successfully working together for more than two decades. Wild Rivers financial success can be attributed to being one of the best managed and safest waterparks in the country, as recognized by the insurance and waterpark industry. Our business philosophy is to build and operate facilities that provide safe, fun, and clean family entertainment while respecting the site's local habitat. The senior management team of Wild Rivers Waterpark will be led by Mike Riedel and Kevin Kopeny, both of whom were part of the original Wild River's senior management. In addition to operating Wild Rivers and helping to establish numerous other waterparks, the team has worked closely with trade associations to lead industry efforts to raise the standards for safety and operational protocols. The team also worked hand-in-hand with the American Red Cross to create training procedures and lifeguard standards, changes that were adopted for waterparks nationwide.

Heavily involved in the community, Wild Rivers supplied vouchers to low income children for free access to the park, sponsored the Irvine Junior Games and participated with the Make A Wish Foundation. All programs we look forward to restarting.

Additionally, they have led national efforts to identify and educate park owners/operators in affordable construction and maintenance trends.

B. Design Excellence

Wild Rivers Irvine has assembled the best design and operations team in the water park industry. With a combined design team of waterpark specific consultants, an operator with extensive local experience, and a general contractor with a proven track record working with in the Great Park, the Wild Rivers' team is ready to work with the City of Irvine to create a park that will complement both the City of Irvine and the Great Park to provide a world class entertainment experience.

The Wild Rivers team consists of the following:

Operations and design	Wild Rivers	30 years experience
Real Estate development	BergmanKPRS	35 years experience
Attraction design and supply	WhiteWater West	35 years experience
Aquatics design and engineering	Aquatics Design Group	25 years experience
Civil Engineering	SDH and Associates	25 years experience
Landscape Architect	Conceptual Design and Planning	30 years experience
Architect	Bundy-Finkel	35 years experience
General Contractor	KPRS	30 years experience

Each member of this team has prior waterpark development experience as well as working experience with the City of Irvine and the Great Park. Our Development Manager will be working with each team, the City of Irvine, and the Great Park management team to ensure all stakeholders have a chance to provide input and direction throughout the design process.

C. Revenue

Wild Rivers looks forward to being an active tenant for the City of Irvine and the Great Park. As a past tenant of The Irvine Company, our business model supports both a guaranteed minimum lease payment and a percentage of the ticket sale proceeds to the City of Irvine. We have anticipated and budgeted an annual lease of $750,000, with a revenue participation of 5% beginning year one, but are open to negotiations. Wild River's business model allows for the concept to be self-supporting and would not require any assistance from the City of Irvine or the Great Park for any cost related to construction or operations.

D.Consistency with other Park Uses

Wild Rivers looks forward to continuing a long history of being a local good neighbor. With over 25 years located in the City Irvine and operating within close proximity of the amphitheater as well as a shared a parking lot, Wild Rivers understands what it takes to be a good neighbor and is experienced in operated consistently with the philosophy of City of Irvine.

What better location then The Great Park to operate a world class waterpark? While Wild Rivers would be the first attraction in the Cultural Terrace, the Sports Park will be complete before Wild Rivers can begin construction. Wild River's peak traffic hours are typically opposite that of other uses in this section of the Great Park and are seasonal.

Mitigation conditions

a. **Traffic** - Wild Rivers would not add additional traffic, as the peak hours are typically opposite that of sports' venues, museums, or an amphitheater. In addition, the site plan allows for vehicle stacking on site, limiting the number of vehicles off site.
b. **Noise** – Wild Rivers is considered a low noise producing venue and will have landscape that provides confinement of noise to the perimeter of the park, the distance from the street or other venues will provide a sound barrier and specific attraction placement to direct and confine the noise within the park.
c. **Aesthetics** - Wild Rivers' signage and landscaping will be reviewed by the City of Irvine and follow the City of Irvine and Great Park design standards. In addition, attractions will be placed in such a manner as to limit their visibility from other venues and the public.
d. **Additional parking**- The parking lot adjacent to Wild Rivers could be used for overflow parking or co-park with a venue, such as an amphitheater, sports park or museums.
e. **Possible special events**- Wild Rivers looks forward to partnering with City of Irvine and the Great Park. Some ideas include:
    i. 4th of July parade/Drone light show
    ii. Harvest Festival/ Hay Rides
    iii. Halloween Events
    iv. Turkey Trot
    v. Christmas tree lot and Winter-land
    vi. Rubber Duck Regatta
    vii. Training site for local fire departments to train for water rescues
    viii. Training site for local police departments
    ix. Special day or times for special needs children
    x. Fund raising events
    xi. Special passes for low income children
    xii. Water Safety training and swimming lessons for the community

f. Possible additional attractions:

i. Olympic rated Surf Park
ii. Olympic rated Whitewater Park
iii. Ropes adventure course

Wild Rivers Total Acreage 25.93

PRELIMINARY SITE PLAN

SCALE 1" = 10'

EXHIBIT B

General Notes

No.	Revision/Issue	Date

EXHIBIT B

BERGMAN
DEVELOPMENT SERVICES
Bergman KPRS
2850 SATURN ST. BREA CA 92821

Project Name and Address

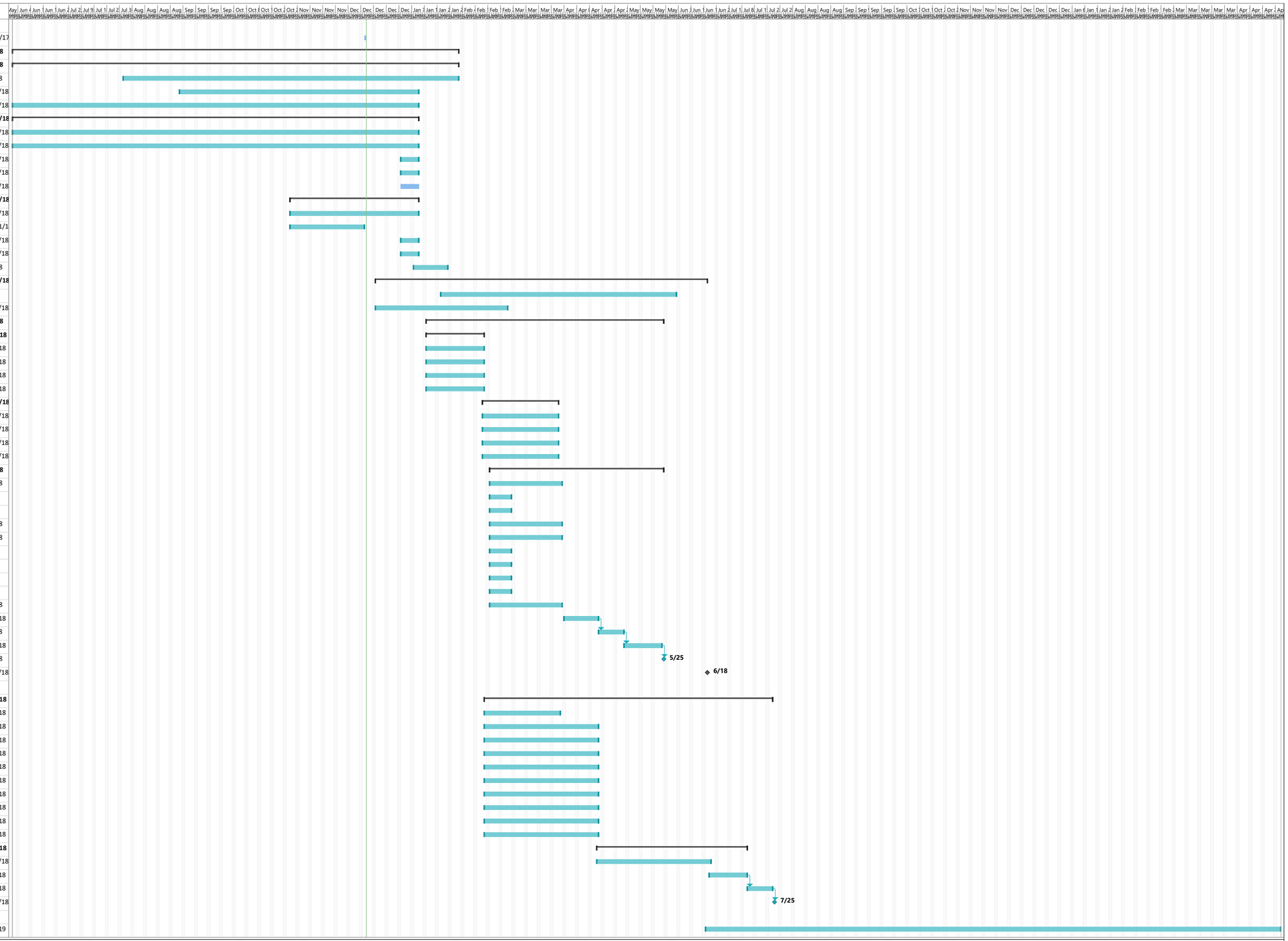
WILD RIVERS
WATER PARK
IRVINE, CA

Detail

PRELIMINARY
SITE PLAN

Project No.	Sheet No.
Date 08.01.2017	AS-1
Scale AS NOTED	

ID	Task Name	Duration	Start	Finish
1				
2	Wild Rivers Irvine	1 day	Tue 12/12/17	Tue 12/12/17
3	**ENA Period 1**	**176 days**	**Thu 6/1/17**	**Thu 2/1/18**
4	**Lease**	**176 days**	**Thu 6/1/17**	**Thu 2/1/18**
5	Lease to form	133 days	Tue 8/1/17	Thu 2/1/18
6	Approved Parcel Map	94 days	Fri 9/1/17	Wed 1/10/18
7	Approved Site plan	160 days	Thu 6/1/17	Wed 1/10/18
8	**Approved financing**	**160 days**	**Thu 6/1/17**	**Wed 1/10/18**
9	Equity	160 days	Thu 6/1/17	Wed 1/10/18
10	Debt	160 days	Thu 6/1/17	Wed 1/10/18
11	Preliminary construction Sche	8 days	Mon 1/1/18	Wed 1/10/18
12	Preliminary construction cost	8 days	Mon 1/1/18	Wed 1/10/18
13	Preliminary project Performa	8 days	Mon 1/1/18	Wed 1/10/18
14	**Site condition approval**	**51 days**	**Wed 11/1/17**	**Wed 1/10/18**
15	Soils report	51 days	Wed 11/1/17	Wed 1/10/18
16	Environmental Phase 1	29 days	Wed 11/1/17	Mon 12/11/1
17	Approval of the title report	8 days	Mon 1/1/18	Wed 1/10/18
18	Appraisal	8 days	Mon 1/1/18	Wed 1/10/18
19	ALTA Survey	15 days	Mon 1/8/18	Fri 1/26/18
20	**ENA Period 2**	**131 days**	**Mon 12/18/1**	**Mon 6/18/18**
21	CEQA	94 days	Tue 1/23/18	Fri 6/1/18
22	Environmental Phase 2	53 days	Mon 12/18/1	Wed 2/28/18
23	**Land Entitlements**	**95 days**	**Mon 1/15/18**	**Fri 5/25/18**
24	**Design review**	**24 days**	**Mon 1/15/18**	**Thu 2/15/18**
25	Site plan	24 days	Mon 1/15/18	Thu 2/15/18
26	Floor plans	24 days	Mon 1/15/18	Thu 2/15/18
27	Elevations	24 days	Mon 1/15/18	Thu 2/15/18
28	Preliminary Grading plan	24 days	Mon 1/15/18	Thu 2/15/18
29	**Will Service Letters**	**30 days**	**Thu 2/15/18**	**Wed 3/28/18**
30	Water	30 days	Thu 2/15/18	Wed 3/28/18
31	Sewer	30 days	Thu 2/15/18	Wed 3/28/18
32	Gas	30 days	Thu 2/15/18	Wed 3/28/18
33	Electrical	30 days	Thu 2/15/18	Wed 3/28/18
34	**Grading Plan**	**70 days**	**Mon 2/19/18**	**Fri 5/25/18**
35	Grading plans	30 days	Mon 2/19/18	Fri 3/30/18
36	Cost Estimate	10 days	Mon 2/19/18	Fri 3/2/18
37	Soils Report	10 days	Mon 2/19/18	Fri 3/2/18
38	Hydrology Report	30 days	Mon 2/19/18	Fri 3/30/18
39	Water Quality Managemen	30 days	Mon 2/19/18	Fri 3/30/18
40	Notice of Intent	10 days	Mon 2/19/18	Fri 3/2/18
41	Conditions of Approval	10 days	Mon 2/19/18	Fri 3/2/18
42	100- flood letter	10 days	Mon 2/19/18	Fri 3/2/18
43	Vector Control	10 days	Mon 2/19/18	Fri 3/2/18
44	BMP/Swpps	30 days	Mon 2/19/18	Fri 3/30/18
45	Plan Check	15 days	Sun 4/1/18	Thu 4/19/18
46	Plan check corrections	10 days	Fri 4/20/18	Thu 5/3/18
47	Plan Check round 2	15 days	Fri 5/4/18	Thu 5/24/18
48	Grading Permit	1 day	Fri 5/25/18	Fri 5/25/18
49	Executed Lease	1 day	Mon 6/18/18	Mon 6/18/18
50				
51	**Construction Documents**	**113 days**	**Fri 2/16/18**	**Tue 7/24/18**
53	Civil	30 days	Fri 2/16/18	Thu 3/29/18
54	Landscape	45 days	Fri 2/16/18	Thu 4/19/18
55	Architectural	45 days	Fri 2/16/18	Thu 4/19/18
56	Structural	45 days	Fri 2/16/18	Thu 4/19/18
57	Mechanical	45 days	Fri 2/16/18	Thu 4/19/18
58	Plumbing	45 days	Fri 2/16/18	Thu 4/19/18
59	Electrical	45 days	Fri 2/16/18	Thu 4/19/18
60	Attractions	45 days	Fri 2/16/18	Thu 4/19/18
61	Pool/Systems	45 days	Fri 2/16/18	Thu 4/19/18
62	Fire	45 days	Fri 2/16/18	Thu 4/19/18
63	**Plan Check #1**	**59 days**	**Thu 4/19/18**	**Tue 7/10/18**
64	Health	45 days	Thu 4/19/18	Wed 6/20/18
65	Corrections	15 days	Wed 6/20/18	Tue 7/10/18
66	Plan Check #2	10 days	Wed 7/11/18	Tue 7/24/18
67	Building Permits	1 day	Wed 7/25/18	Wed 7/25/18
68				
69	Construction	227 days	Mon 6/18/18	Tue 4/30/19



Project: Wild Rivers Developme
Date: Wed 12/13/17

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

EXHIBIT C

WILD RIVERS CONSTRUCTION BUDGET

Architect/Engineer	$ 1,758,110.50
Misc. & Reimbursables	$ 263,716.58
Planning & Permit Fees	$ 2,090,726.00
Liquor License	$ 150,000.00
Land taxes during construction	$ -
Supplemental taxes on construction	$ -
Non-reimbursed taxes on construction	$ -
Builders risk insurance& bonds	$ -
Retail commissions	$ -
Legal-Organization	$ 50,000.00
Legal- Retail leasing	$ -
Legal-Entitlements	$ 50,000.00
Legal- General	$ 5,000.00
Accounting	$ -
3rd Party Construction Management	$ -
Construction testing-deputy inspecitons- other	$ 285,099.00
Miscellaneous	$ 25,000.00
Soft Cost contingency	$ 233,882.60
Soft cost subtotal	$ 4,911,534.68

Hard Costs:	Total
Sturctures	$ 5,815,650.00
Attractions	$ 26,900,000.00
Water park Irvine	$ 3,754,701.00
Hardscape	$ 1,524,600.00
Parking - surface	$ 315,000.00
Demo/Clean up/ Mass grading	$ 2,318,360.32
Landscaping	$ 871,200.00

EXHIBIT D

General Conditions/OHP/INS/ Bond	$ 4,187,300.69
Hard Cost Subtotal	$ 45,686,812.01
Hard Cost Contingency:	
Hard Cost Contingency/cost escalation	$ 2,284,340.60
Financing costs	
Woodroof Fee	$ -
Tillman Fee	$ 70,000.00
Senior loan- Rate Hedge	$ -
Acquisition loan fee	$ -
Borrower legal & closing costs	$ 15,000.00
Subtotal	$ 85,000.00
Start up Cost	
Water park Irvine	$ 750,000.00
FF&E	$ 850,000.00
Total operation cashflow	$ 1,600,000.00
Interest expense	
Acquisition loan	$ -
Constuction loan	$ 2,302,615.33
Interim NOI Cost offset during predevelopment perid	$ -
Subtotal	$ 2,302,615.33
Developer Fees	
Developer overhead- % of total costs	$ 793,240.31
Sales overide fee- % of total gross sales price	
	$ 793,240.31
Total Project Cost	$ 57,663,542.93

Total Project Cost	$ 57,663,542.93
minus cost of construction financing	$ (2,302,615.33)
minus contingency	$ (2,518,223.20)
	$ 52,842,704.40
Construction loan (on project cost minus construction financing)	$ 44,288,742.08
Equity	$ 11,072,185.52

Cost Est due additional specialized consultants

Cost increase due to city fees

Cost for placing the Financing
Cost for placing the Financing

Adjusted for per EPR terms

Attendance	12/31/17	12/31/18	500,000	450,000	454,500	459,045	463,635	468,272	472,955	477,684	482,461	487,286	492,158	497,080	502,051	507,071	512,142
	Initial		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Gross Income																	
	Admissions		$ 13,499,996	$ 12,392,996	$ 12,767,265	$ 13,152,836	$ 13,550,052	$ 13,959,263	$ 14,380,833	$ 14,815,134	$ 15,262,551	$ 15,723,480	$ 16,198,330	$ 16,687,519	$ 17,191,482	$ 17,710,665	$ 18,245,527
	Food Service		$ 3,689,622	$ 3,387,073	$ 3,489,362	$ 3,594,741	$ 3,703,302	$ 3,815,142	$ 3,930,359	$ 4,049,056	$ 4,171,337	$ 4,297,312	$ 4,427,091	$ 4,560,789	$ 4,698,525	$ 4,840,420	$ 4,986,601
	Parking		$ 990,000	$ 908,820	$ 936,266	$ 964,542	$ 993,671	$ 1,023,680	$ 1,054,595	$ 1,086,444	$ 1,119,254	$ 1,153,056	$ 1,187,878	$ 1,223,752	$ 1,260,709	$ 1,298,782	$ 1,338,006
	Rental		$ 425,000	$ 390,150	$ 401,933	$ 414,071	$ 426,576	$ 439,458	$ 452,730	$ 466,403	$ 480,488	$ 494,999	$ 509,948	$ 525,348	$ 541,213	$ 557,558	$ 574,396
	Gift Shop		$ 350,000	$ 321,300	$ 331,003	$ 341,000	$ 351,298	$ 361,907	$ 372,837	$ 384,096	$ 395,696	$ 407,646	$ 419,957	$ 432,640	$ 445,705	$ 459,166	$ 473,032
	Day Camp		$ 875,000	$ 901,250	$ 928,288	$ 956,136	$ 984,820	$ 1,014,365	$ 1,044,796	$ 1,076,140	$ 1,108,424	$ 1,141,677	$ 1,175,927	$ 1,211,205	$ 1,247,541	$ 1,284,967	$ 1,323,516
Total Gross Income			$ 19,829,618	$ 18,301,589	$ 18,854,117	$ 19,423,325	$ 20,009,719	$ 20,613,815	$ 21,236,149	$ 21,877,272	$ 22,537,751	$ 23,218,169	$ 23,919,129	$ 24,641,252	$ 25,385,175	$ 26,151,558	$ 26,941,078
Less: Operating Expenses																	
	Operations		$ 1,245,085	$ 1,356,870	$ 1,455,174	$ 1,533,262	$ 1,579,260	$ 1,626,638	$ 1,675,437	$ 1,725,700	$ 1,777,471	$ 1,830,796	$ 1,885,719	$ 1,942,291	$ 2,000,560	$ 2,060,577	$ 2,122,394
	Admissions		$ 633,337	$ 679,928	$ 720,192	$ 764,024	$ 786,944	$ 810,553	$ 834,869	$ 859,915	$ 885,713	$ 912,284	$ 939,653	$ 967,842	$ 996,878	$ 1,026,784	$ 1,057,588
	Group Sales		$ 432,849	$ 454,728	$ 468,980	$ 481,260	$ 495,698	$ 510,568	$ 525,886	$ 541,662	$ 557,912	$ 574,649	$ 591,889	$ 609,645	$ 627,935	$ 646,773	$ 666,176
	Marketing		$ 842,755	$ 868,038	$ 894,079	$ 920,901	$ 948,528	$ 976,984	$ 1,006,294	$ 1,036,482	$ 1,067,577	$ 1,099,604	$ 1,132,592	$ 1,166,570	$ 1,201,567	$ 1,237,614	$ 1,274,743
	Administration		$ 153,613	$ 178,278	$ 184,415	$ 194,745	$ 200,588	$ 206,605	$ 212,803	$ 219,188	$ 225,763	$ 232,536	$ 239,512	$ 246,698	$ 254,098	$ 261,721	$ 269,573
	Food Service		$ 1,576,458	$ 1,501,780	$ 1,539,732	$ 1,578,935	$ 1,626,303	$ 1,675,092	$ 1,725,345	$ 1,777,105	$ 1,830,419	$ 1,885,331	$ 1,941,891	$ 2,000,148	$ 2,060,152	$ 2,121,957	$ 2,185,615
	General Operating Expenses		$ 864,946	$ 939,229	$ 977,882	$ 1,014,707	$ 1,045,148	$ 1,076,502	$ 1,108,797	$ 1,142,061	$ 1,176,323	$ 1,211,613	$ 1,247,961	$ 1,285,400	$ 1,323,962	$ 1,363,681	$ 1,404,591
	General & Administrative		$ 479,083	$ 555,457	$ 535,961	$ 551,596	$ 561,269	$ 570,607	$ 580,850	$ 590,775	$ 601,624	$ 612,172	$ 623,662	$ 634,872	$ 647,043	$ 658,955	$ 671,848
	Repairs & Maintenance		$ 1,437,889	$ 1,516,351	$ 1,573,351	$ 1,631,352	$ 1,680,293	$ 1,730,701	$ 1,782,622	$ 1,836,101	$ 1,891,184	$ 1,947,920	$ 2,006,357	$ 2,066,548	$ 2,128,544	$ 2,192,401	$ 2,258,173
	Insurance		$ 175,000	$ 180,250	$ 185,658	$ 191,227	$ 196,964	$ 202,873	$ 208,959	$ 215,228	$ 221,685	$ 228,335	$ 235,185	$ 242,241	$ 249,508	$ 256,993	$ 264,703
	Rent		$ 991,481	$ 915,079	$ 942,706	$ 971,166	$ 1,000,486	$ 1,030,691	$ 1,061,807	$ 1,093,864	$ 1,126,888	$ 1,160,908	$ 1,195,956	$ 1,232,063	$ 1,269,259	$ 1,307,578	$ 1,347,054
	Property Tax		$ 251,078	$ 238,078	$ 225,078	$ 212,078	$ 199,078	$ 186,078	$ 173,078	$ 169,878	$ 166,678	$ 163,478	$ 160,278	$ 157,078	$ 153,878	$ 150,678	$ 147,478
	New Attractions		$ 100,000	$ 100,000	$ 100,000	$ 700,000	$ 700,000	$ 800,000	$ 800,000	$ 800,000	$ 800,000	$ 800,000	$ 800,000	$ 800,000	$ 800,000	$ 800,000	$ 800,000
	Day Camp Expense		$ 400,000	$ 412,000	$ 424,360	$ 437,091	$ 450,204	$ 463,710	$ 477,621	$ 491,950	$ 506,708	$ 521,909	$ 537,567	$ 553,694	$ 570,304	$ 587,413	$ 605,036
	Gift shop Expense		$ 188,843	$ 201,061	$ 205,655	$ 216,694	$ 223,195	$ 170,352	$ 175,462	$ 180,726	$ 186,148	$ 191,732	$ 197,484	$ 203,409	$ 209,511	$ 215,797	$ 222,271
	Management Fee		$ 793,185	$ 732,064	$ 754,165	$ 776,933	$ 800,389	$ 824,553	$ 849,446	$ 875,091	$ 901,510	$ 928,727	$ 956,765	$ 985,650	$ 1,015,407	$ 1,046,062	$ 1,077,643
Total Operating Expenses			$ 10,565,600	$ 10,829,190	$ 11,187,385	$ 12,175,971	$ 12,494,345	$ 12,862,507	$ 13,199,277	$ 13,555,727	$ 13,923,602	$ 14,301,995	$ 14,692,473	$ 15,094,148	$ 15,508,607	$ 15,934,983	$ 16,374,885
Net Operating Income			$ 9,264,017	$ 7,472,399	$ 7,666,731	$ 7,247,355	$ 7,515,374	$ 7,751,308	$ 8,036,872	$ 8,321,545	$ 8,614,149	$ 8,916,174	$ 9,226,656	$ 9,547,104	$ 9,876,568	$ 10,216,575	$ 10,566,193
Minus Debt Service			$ (4,612,500)	$ (4,612,500)	$ (4,612,500)	$ (4,612,500)	$ (4,612,500)	$ (5,073,750)	$ (5,073,750)	$ (5,073,750)	$ (5,073,750)	$ (5,073,750)	$ (5,581,125)	$ (5,581,125)	$ (5,581,125)	$ (5,581,125)	$ (5,581,125)
Cash Flow Before Taxes			$ 4,651,517	$ 2,859,899	$ 3,054,231	$ 2,634,855	$ 2,902,874	$ 2,677,558	$ 2,963,122	$ 3,247,795	$ 3,540,399	$ 3,842,424	$ 3,645,531	$ 3,965,979	$ 4,295,443	$ 4,635,450	$ 4,985,068

EXHIBIT E

Bergman KPRS

WILD RIVERS WATERPARK

February 18, 2018

Attn: Chris Koster
Manager- Great Park Planning and Development
1 Civic Center Plaza
Irvine, CA 92606

RE: Title Report Acceptance

Mr. Koster,

Please accept this letter as a statement of acceptance of the attached title reports for the new Wild Rivers Waterpark site on the corner of Marine Way and Skyhawk. Wild Rivers understands that property boundaries for this project are being determined at time of this letter. Wild River is aware and has accepted the boundaries of the current Navy rights and encumbrances to access per title. Wild Rivers looks forward to reviewing an updated title report once the property has been sub-divided within the Great Park boundaries.

Thank you for your help in this matter.

David Bergman

First American Title Company

1250 Corona Pointe Court, Suite 200
Corona, CA 92879

Allison LeMoine-Bui
Rutan & Tucker, LLP
611 Anton Boulevard, 14th Floor
Costa Mesa, CA 92626-1931

Customer Reference:	Water Park Site
Order Number:	NHSC-5563051 (mw)
Title Officer:	Mark Wardle
Phone:	(951)256-5830
Fax No.:	
E-Mail:	MWardle@firstam.com
Buyer:	The City of Irvine, a California Charter City

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties*. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 10, 2017 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Extended Owner's policy

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

The City of Irvine, a California Charter City

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year2017-2018, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year2016-2017 are exempt.

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. Water rights, claims or title to water, whether or not shown by the public records.

5. Rights of way for pipelines and the terms and conditions of an agreement dated February 16, 1925, recorded July 15, 1925 in Book 596, Page 61 of Deeds and in the agreement dated September 1, 1927 recorded July 28, 1928 in Book 179, Page 466 of Official Records and in the agreement dated March 1, 1945, recorded April 14, 1960 in Book 5194, Page 189 of Official Records, between the Irvine Company, a corporation and Ray Lambert relating to water wells and pumping plant located on other land.

   Reference is made to said document for full particulars.

   Note: portions of said well site and rights of way were conveyed to the United States of America by

instruments recorded May 9, 1972 in Book 10117, Pages 253 and 255 of Official Records.

As modified by: that certain Quitclaim Deed, recorded June 1, 2000 as Instrument No. 20000288741, and that certain Easement Quitclaim Deed, recorded June 21, 2006 as Instrument No. 2006000416410, both in the official records of Orange County, California.

6. Easements for water pipe lines, as set out in decree entered August 27, 1953 and supplemental judgment entered July 7, 1960, and upon the terms and conditions contained therein, in the matter of United States of America vs. the Irvine Company and others in the United States District Court Southern District of California, Central Division Case No. 15821-WB civil certified copies of which decrees were respectively recorded September 1, 1953 in Book 2567, Page 100; July 13, 1960 in Book 5327 Page 139; and October 31, 1978 in Book 12904 Page 1756, all of official records.

   As amended by the Quitclaim deed recorded April 25, 2013 as Instrument No. 2013000248537 Executed by The Irvine Company in Favor of Heritage Fields El Toro, LLC.

7. The terms, provisions, covenants, conditions, restrictions and easements in the Quitclaim deed from the United States of America acting through the Department of the Navy recorded July 12, 2005 as Instrument Nos. 2005-0536288 and 2005-0536292, April 14, 2006 as Instrument No. 2006000249561, January 23, 2009 as Instrument No. 2009000031346, April 17, 2009 as Instrument No. 2009000191012, June 3, 2011 as Instrument No. 2011000276334 and re-recorded June 16, 2011 as Instrument No. 2011000293986, all of Official Records.

   As further amended by the terms and provisions of the "Release" from the Orange County Water District and the Irvine Ranch Water District recorded July 30, 2014 as Instrument No. 2014000303848 of Official Records.

8. Terms, provisions, and conditions contained in an instrument entitled "Amended and Restated Development Agreement", executed by and between the City of Irvine and the Redevelopment Agency and Heritage Fields El Toro, LLC, recorded December 27, 2010 as Instrument no. 2010000700065 of Official Records.

9. The fact that said land is included within a project area of the redevelopment agency shown below, and that proceedings for the redevelopment of said project have been instituted under the redevelopment law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document.

   Redevelopment Agency: Great Park Redevelopment Project Area
   Recorded: March 31, 2005 as Instrument No. 2005000242692, of Official Records, and revised by a document recorded June 27, 2007 as Instrument No. 2007000407641 of Official Records.

10. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 5331 of the California Government Code for Community Facilities District 2013-3, as disclosed by Notice of Special Tax Lien recorded April 04, 2013 as Instrument No. 2013000203338, all of Official Records.

11. Easements, Covenants and Conditions contained in the deeds from Heritage Fields El Toro, LLC, a Delaware limited liability company, as Grantor, to City of Irvine, a California Charter City, as Grantee, recorded December 27, 2010 as Instrument No. 2010000700392 and rerecorded February 14, 2011 as Instrument No. 2011000082532, December 27, 2010 as Instrument No. 2010000700394 and rerecorded February 14, 2011 as Instrument No. 2011000082533, June 6, 2011 as Instrument No.

2011000277219 as corrected November 28, 2011 as Instrument No. 2011000600091 and further modified on March 21, 2013 as Instrument No. 2013000172266, November 15, 2011 as Instrument No. 2011000580795, all of Official Records.

Reference being made to the documents for full particulars.

12. The terms and provisions contained in the document entitled "Covenant to Restrict Use of Property Environmental Restriction" recorded May 5, 2010 as Instrument No. 2010000211210 of Official Records.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

First American Title Company
1250 Corona Pointe Court, Suite 200
Corona, CA 92879
(951)256-5880
Fax - (909)476-2401

WIRE INSTRUCTIONS
for
First American Title Company, Demand/Draft Sub-Escrow Deposits
Riverside County, California

First American Trust, FSB
5 First American Way
Santa Ana, CA 92707
Banking Services: (877) 600-9473

ABA 122241255
Credit to First American Title Company
Account No. 3097840000

Reference Title Order Number 5563051 and Title Officer Mark Wardle

Please wire the day before recording.

LEGAL DESCRIPTION

Real property in the City of Irvine, County of Orange, State of California, described as follows:

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 280, AND 285 OF BLOCK 140 OF IRVINE'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. DESIGNATED AS FUTURE WATER PARK SITE

NOTE: THE ABOVE LEGAL DESCRIPTION IS FOR THE SOLE PURPOSE OF THIS REPORT AND MAY NOT BE CONSIDERED FOR USE IN ANY POLICY OF TITLE INSURANCE TO BE ISSUED BY THIS COMPANY, AND IS SUBJECT TO CHANGE AT ANY TIME.

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public, records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.
   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or $2,500 (whichever is less)	$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less)	$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less)	$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or $2,500 (whichever is less)	$5,000

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or
(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II,[t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed, or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
(a) a fraudulent conveyance or fraudulent transfer, or
(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:
[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d),

14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

ENA NEGOTIATING PERIOD NO. 2 DUTIES AND TIMELINE

ITEM	Target Date
Developer approval of physical condition of Proposed Site	Two weeks after Phase Two report has been received (estimated July____)
Continue negotiation and preparation of draft ground lease	Lease must be negotiated and ready for approval 4 weeks before Council Meeting
Developer submits application for land use entitlements	Begin submissions in April 2018
Developer submits evidence of financing commitments for Proposed Development	Final commitments will occur within two weeks from final negotiated lease terms
City obtains appraisal of fair market value of Proposed Site	TBD by City
City Council Consideration of Ground Lease and environmental review under CEQA	Target Date August 2018

EXHIBIT H

EPR Properties
Return on Insight

March 16, 2018

VIA ELECTRONIC MAIL

Mike Riedel
Wild Rivers Waterpark
mike@wildrivers.com

David Bergman
Bergman KPRS
davidbergman@kprs.com

Re: Conditional Financing Commitment
Wild Rivers – Great Park, Irvine, CA

Dear Mr. Riedel:

EPT is excited about the opportunity to partner with Wild Rivers Waterpark to develop a water park at the Great Park in Irvine, CA. In furtherance of the Exclusive Negotiating Agreement dated June 27, 2017 between Wild Rivers Irvine LLC and The City of Irvine, please accept this letter as an indication of preliminary approval of the Proposed Development, as defined therein, by EPT Waterparks, Inc. or a subsidiary ("EPT"). The current site plan and proposed budget, as prepared and provided by the Wild Rivers team, are attached to this letter. EPT's preliminary acceptance is based, in part, upon its review and reliance upon the representations contained therein.

EPT has provided to Wild Rivers Waterpark a conditional financing commitment up to $44,000,000.00 in senior financing for the water park, which will supplement the investment of equity partners' funding of up to $15,000,000.00.

Final, unconditional commitment by EPT will require the following:

1. Satisfactory completion of CEQA review and written confirmation of the same by the City Council and/or such other state or local agency as necessary and applicable;
2. Completion of the Phase II Environmental Site Assessment and EPT's approval, in its sole and absolute discretion, of the findings and the cost of any site work required as a result of that study;
3. Approval of a final budget, as adjusted following completion of CEQA and the Phase II Environmental Site Assessment;
4. EPT's final approval of the terms and conditions of the Ground Lease and all related documents, including but not limited to a sublease and development agreement between Wild Rivers Waterpark and EPT; and
5. Final, unconditional approval of the project by EPT's Board of Trustees.

909 Walnut, Suite 200
Kansas City, MO 64106
816.472.1700
Toll Free: 888 EPR REIT
Fax: 816.472.5794
www.eprkc.com

EXHBIT J

This preliminary acceptance of the Proposed Development is provided for discussion purposes only and is not a full commitment for financing. The terms set forth herein and any other terms discussed by the parties are subject to change unless and until each party executes a final, unconditional commitment or executes final agreements, the terms of which shall supersede previously discussed terms.

Please contact me directly to discuss any questions and concerns regarding EPT's involvement in the project.

Cordially,

EPT Waterparks, Inc.

Andrew Limbocker
Vice President

March 15, 2018

Michael Riedel
Wild Rivers Waterpark
mike@wildrivers.com

Re: Exclusive Negotiating Agreement dated June 27, 2017, between Wild Rivers Irvine LLC and the City of Irvine ("ENA"), regarding the proposed Wild Rivers Waterpark to be located in Irvine, California ("Proposed Development")

Mike:

In accordance with the ENA, please accept this letter as the preliminary acceptance of the Proposed Development on behalf of the undersigned potential equity investors ("Investors") in the new joint venture that would own, develop and operate the Proposed Development ("Operator"). The site plan and proposed budget are attached to this letter.

Upon execution of the joint venture documents of the Operator, the Investors will become board members of the Operator. The Investors, upon, along with additional proposed equity partners who have provided commitments (subject to the conditions referenced below) to co-invest with the Investors, desire to invest $15,000,000 ("Equity Funds") as equity in the Operator. The Investors' commitments represent $6,500,000 of the Equity Funds and, as of the date of this letter, the Investors together have liquid assets in excess of $15,000,000. If any other equity partner who has provided a commitment to co-invest fails to invest its portion of the Equity Funds, the Investors are prepared to invest additional funds. Biographies of the Investors are attached to this letter.

The Equity Funds and $44,000,000 in additional funds that EPT Waterparks, Inc. proposes to lend to the Operator would be more than enough to cover the $57,000,000 projected by you and the rest of the Wild Rivers management group (collectively, "Management") to be the full costs of developing the Proposed Development.

We have performed a review of the Proposed Development and desire to make an investment of up to $15,000,000 (a portion of which may be invested by other investors) in the Proposed Development. Final commitment of this investment will require satisfactory achievement of certain terms and conditions relating to their investment in Owner, as determined in the sole discretion of the Investors, including the following:

1. The completion of the CEQA and its approval by the City Council.
2. Completion of the Phase Two environmental study and our approval of its findings and possible cost of any work required as a result of that study.

3. Completion of the negotiations between the City of Irvine and Management regarding the parking facilities relating to the Proposed Development, and the related effects on the budget for the Proposed Development.
4. Completion of the determination by the Navy regarding any additional requirements or restrictions that it may require in connection with the transfer of rights to the land for the Proposed Development.
5. Approval of final budget after the CEQA and Phase Two Environmental report findings, parking determination and the Navy determination are taken into consideration.
6. Final approval of the Ground Lease between the City of Irvine and [EPR].
7. Final approval of the Sublease between [EPR] and the Operator.
8. Final approval of any required additional documentation related to the Ground Lease and the Sublease described above, as well as any required documents relating to the parking facilities and the Navy's transfer of interests.
9. [EPR's] final approval of the Proposed Development and issuance of their firm commitment to lend, and operative documents to lend a minimum amount of $44,000,000 (such amount to increase depending on final budget).
10. Final approval of the property management agreement between Operator and a property management company controlled by Management.
11. Final approval of the operating agreement for the Operator to which Management and the investors (among others) will be parties.
12. No material adverse change in the business, financial position, property, personnel or prospects of the Proposed Development, Operator or Management.
13. Final, unconditional approval of the project by the undersigned.

This letter is not binding and shall not create any right or obligation based upon any legal or equitable theory (including any right to continue negotiations), it being agreed that only a subsequent formal written joint venture agreement and supporting documents, if executed and delivered by the undersigned investors and you, among others, will bind the parties to any matter.

Sincerely,

John Woodruff

Michael Margolis, As Member Maric Digital LLC

About EPR Properties

EPR Properties (NYSE:EPR) is a uniquely positioned triple net lease real estate investment trust (REIT), specializing in highly enduring segments of the real estate industry. EPR has a variety of properties across the recreation, leisure, and active lifestyle categories and maintains a specialized orientation complemented by diversification across and within segments. EPR's strategy of investing in a limited number of segments allows them to focus their attention and develop greater depth of knowledge in its chosen segments but still enjoy benefits of portfolio diversity.

With over $6.7 billion dollars in total investment they are an established leader in the recreation, education and entertainment spaces. EPR has 154 megaplex theaters and over 2400 screens, 11 Family entertainment centers and 7 entertainment retail centers. It also owns 65 charter schools, 15 private schools and 65 Early Childhood Development centers. The recreation segment is comprised of 20 attraction Properties, 30 entertainment golf complexes and 26 ski areas.

Attractions

Demonstrating a consistent track record of attendance and revenue, the attractions industry has proven to be an enduring component of the American experience industry.

As the attractions industry continues to evolve, innovative technologies and concepts are refining the attractions experience. Two vital segments of this industry, waterparks and amusement parks, have shown particularly lasting appeal. Waterparks have seen an average attendance growth of 3 to 5 percent since their inception in 1977. Indoor waterparks are also on the rise, making a trip to the waterpark an option in all four seasons. Today's amusement parks offer themed experiences designed to appeal to all ages while remaining accessible in both cost and proximity.

Michael A. Margolis

Michael Margolis is founder and Sole Member of Maric Fund Management, LLC and affiliated entities ("Maric"), which serve as the investment manager for various public and private equity investments. Mr. Margolis, in his individual capacity, as Partner of Maric or as Partner of other funds, has led investments, co-invested and/or participated on the Boards of numerous early stage companies and assisted them through various stages of growth management. Selected companies include Art Technology Group (sold to Oracle), Chancery Software (sold to Pearson), Digitalthink (sold to Convergys Corporation), Docent (merged with Click2Learn), Lightspan (sold to Plato Learning Inc.), and SWK Holdings Corp. (OTC: "SWKH") where he was Chairman of the Audit Committee and a member of the Governance Committee. Maric controlled entities currently employ over 300 people.

Prior to forming Maric and affiliates, Mr. Margolis was a Director of Sage Capital Growth, Inc. ("Sage"). Sage and related funds have invested globally in over 300 transactions with an aggregate value in excess of US $3.0 billion globally. Prior to joining Sage, he was a co-founder and Partner of Arcadia Partners, L.P. ("Arcadia"), one of the first private equity funds focused on the education and training sectors. Prior to co-founding Arcadia, Mr. Margolis was employed by Bear, Stearns & Co. Inc. as an Associate and subsequently Vice President in the Media and Entertainment Investment Banking Group in New York where he worked extensively with diversified media, entertainment, for-profit education, cable and broadcast television, radio, publishing, marketing, music, satellite and long distance companies.

Mr. Margolis received a Master in Business Administration Degree from Harvard Business School in 1993, a Bachelor of Arts Degree in Philosophy from University of Michigan in 1989, and graduated from Phillips Academy (Andover) in 1985.

John Woodruff Bio

While this is a personal investment for John Woodruff, the Investors wanted to provide the city with some relevant background experience to show his qualifications for being the largest investor and chairman of the board of directors for the Wild Rivers operating entity.

John (Jack) Woodruff is currently a Partner and Portfolio Manager of Surveyor Capital, a wholly owned subsidiary of Citadel, LLC located in Greenwich, CT. Citadel is a global hedge fund, based in Chicago with more than $27 billion in assets under management. Mr. Woodruff runs the largest long/short equity portfolio in the firm focused on consumer oriented companies with 20 investment professionals working for him. Mr. Woodruff has over 15 years of experience investing in amusement and leisure related businesses with significant investments in Vail Resorts, Six Flags and Cedar Fair over his career.

Mr. Woodruff has been with Citadel for 8 years, before that he had various investing roles in the hedge fund industry for 7 years. The 6 years before that he worked in various roles at Ernst & Young LLP in Los Angeles, New York and London. Mr. Woodruff has an MBA from New York University's Stern School of Business, a BS in Accounting from the University of Southern California and is a licensed CPA in the State of California (inactive).

AMENDED AND RESTATED EXCLUSIVE NEGOTIATING AGREEMENT

THIS AMENDED AND RESTATED EXCLUSIVE NEGOTIATING AGREEMENT (the "Agreement") is entered into as of March ___, 2018 (the "**Effective Date**"), by and between the **CITY OF IRVINE**, a chartered city and municipal corporation ("**City**"), and **WILD RIVERS IRVINE, LLC**, a California limited liability company ("**Developer**"). City and Developer may be individually referred to herein as a "**Party**" and collectively referred to herein as the "**Parties**".

R E C I T A L S

The following recitals are a substantive part of this Agreement.

A. City is the owner of fee title or has a sub-leasehold interest in certain real property that has been designated for development of a metropolitan park known as the "Orange County Great Park," located in the City of Irvine, County of Orange, State of California (the "**Great Park**").

B. Developer is a California limited liability company whose principals have experience in owning and operating water parks.

C. Developer wishes to explore the possibility of developing and operating a waterpark (the "**Proposed Development**") within the area of the Great Park commonly referred to as the "Cultural Terrace," which comprises approximately two hundred fifty (250) acres. The Cultural Terrace portion of the Orange County Great Park is depicted in the Map attached hereto as Exhibit "A" and incorporated herein by this reference.

D. Developer and City previously entered into that certain Exclusive Negotiating Agreement, dated June 27, 2017 (the "**Original Agreement**"). The purpose of the Original Agreement and this Agreement is to establish a period during which the Developer may perform studies and investigations and other due diligence activities within an approximately thirty (30) acre portion of the Cultural Terrace (the "**Proposed Site**") to determine the feasibility of the development of a Proposed Development, and City and Developer shall exclusively negotiate with each other to attempt to agree on terms on which City would lease the Proposed Site to Developer for Developer's development and operation of a Proposed Development (a "**Ground Lease**").

E. Developer and City now desire to amend and restate the Original Agreement, as set forth in this Agreement.

NOW THEREFORE, the Parties mutually agree as follows:

1. Agreement to Negotiate in Good Faith City and Developer agree that for the term of the "Negotiating Period" (as defined in Section 2 hereof) each party shall diligently and in good faith attempt to negotiate the terms of a Ground Lease for Developer's development of a Proposed Development on the Proposed Site for

consideration by the Irvine City Council (the "**City Council**"). City agrees to negotiate exclusively with Developer, and not to negotiate with any other person or entity, with regard to the lease or development of the Proposed Site during the Negotiating Period.

2. Negotiating Period. The initial term of the Negotiating Period shall be for the period from the Effective Date until March 31, 2018 ("**Negotiating Period No. 1**"). In the event that prior to the end of Negotiating Period No. 1 Developer has performed all of its duties as required by Exhibit "B" attached hereto and incorporated herein by this reference, and the City Council has authorized an extension of the Negotiating Period, the Term of the Negotiating Period shall be extended until December 31, 2018_ ("**Negotiating Period No. 2**") to complete the negotiation and drafting of a Ground Lease and the environmental review required under the California Environmental Quality Act ("**CEQA**") for a Proposed Development and Ground Lease.

If by the end of Negotiating Period No. 1 (i) Developer has not performed all of its duties as required by Exhibit "B", and (ii) the City Council has not authorized the extension of the Negotiating Period, then this Agreement shall automatically terminate without further written notice. If by the end of Negotiating Period No. 2 (a) Developer has not performed all of its duties as required by Exhibit "C", and (b) the City has not authorized the extension of the Negotiating Period, then this Agreement shall automatically terminate without further written notice. Upon such automatic termination and expiration of the Negotiating Period, both Parties knowingly agree that neither Party shall have any further rights or remedies as to the other, except as specifically set forth herein.

3. Duties During Negotiating Period. The Parties' respective duties during Negotiating Period No. 1 are set forth in Exhibit "B" which is attached hereto and incorporated herein. The Parties' respective duties during Negotiating Period No. 2 are set forth in Exhibit "C" which is attached hereto and incorporated herein. The duties of the Parties shall be carried out in accordance with the schedule attached hereto as Exhibit "D" and incorporated herein (the "**ENA Schedule**").

4. Deposits.

(a) As a condition to the effectiveness of this Agreement, Developer shall have delivered to City cash or a cashier's or certified check in the amount of Seventy-Five Thousand Dollars ($75,000) (the "**Initial Deposit**") During Negotiating Period No. 1, the Initial Deposit may be drawn down and used by City for costs incurred by City for consultants, attorneys, engineers, appraisers, Navy consultants and other third party services undertaken at the direction of City in furtherance of City's responsibilities under this Agreement, including the costs incurred by City to negotiate and prepare this Agreement ("**Reimbursable Costs**"). Should the remaining balance of the Initial Deposit drop below Ten Thousand Dollars ($10,000) at any time prior to the end of Negotiating Period No. 1, Developer shall promptly deliver to City cash or a cashier's or certified check in the amount necessary to bring the remaining balance to Ten Thousand Dollars ($10,000). At the end of Negotiating Period No. 1, the remaining amount of the Initial Deposit not needed to pay outstanding invoices for Reimbursable Costs incurred for work performed during Negotiating Period No. 1 will be returned to Developer.

(b) As a condition to the commencement of Negotiating Period No. 2, Developer shall have established a developer deposit case account with City's Community Development Department, in the initial amount of Seventy-Five Thousand Dollars ($75,000) (a "**CD Deposit Account**"). The CD Deposit Account shall be utilized to reimburse City for the full amount of all Reimbursable Costs City incurs for work performed during Negotiating Period No. 2. Should the remaining balance in the CD Deposit Account drop below Twenty-Five Thousand Dollars ($25,000) at any time during the term of the CD Deposit Account, Developer shall, within seven (7) business days after receiving notice from City of such CD Deposit Account balance deficiency, deliver to City cash or a cashier's or certified check in the amount necessary to bring the remaining balance to Fifty Thousand Dollars ($50,000) (the "**Shortfall Deposit Amount**"). If Developer fails to timely deliver a Shortfall Deposit Amount to City, City shall have the right, but not the obligation, to require that all consultants performing work that will result in City incurring Reimbursable Costs to cease work immediately. Developer shall remain responsible for all Reimbursable Costs, notwithstanding Developer's failure to deliver any Shortfall Amount to City, or City's exercise of its right to require any or all consultants to cease work pursuant to the immediately preceding sentence. On a monthly basis, City shall provide copies of paid invoices and receipts to Developer evidencing the Reimbursable Costs paid during the previous month.

5. Due Diligence. Subject to the terms of Section 6 below, Developer and its employees, contractors, agents, representatives, architects, engineers and consultants (collectively, the "**Developer Entities**"), at Developer's sole cost and expense, shall have the right to inspect the Proposed Site, make surveys and conduct such soils, engineering, hazardous or toxic material, pollution, seismic or other tests, studies and investigation as Developer may require during the term of this Agreement (collectively, the "**Inspections**'').

(a) Developer shall cause the Inspections to be conducted at times reasonably acceptable to City, upon not less than seventy-two (72) hours prior written notice to City in each instance, and in a manner that does not materially adversely affect the Proposed Site. City may have a representative present at any Inspections of the Proposed Site. In conducting its Inspections at the Proposed Site, Developer and the Developer Entities shall: (i) not damage any part of the Proposed Site or any personal property owned or held by any third party; (ii) promptly repair any damage to the Proposed Site resulting directly or indirectly from the entry by Developer or the Developer Entities or from any such Inspections; (iii) not injure or otherwise cause bodily harm to City, or its tenants, agents, guests, invitees, contractors and employees; (iv) comply with all applicable laws; (v) promptly pay when due the costs of all Inspections; and (vi) not permit any liens to attach to the Proposed Site by reason of the exercise of Developer's rights hereunder.

(b) Promptly upon completion of each Inspection, Developer shall cause the portion of the Proposed Site subject to such Inspection to be restored to the condition existing immediately prior to such Inspection. Developer shall provide City, at no additional charge, with copies of the results of each Inspection made by or for Developer concurrently with Developer's receipt of such results.

(c) Developer hereby indemnifies, defends, and holds harmless City and the Orange County Great Park Corporation and their respective officers, officials, members, employees, directors, agents, representatives, contractors, and volunteers (collectively, the "City and City Personnel"), and the Proposed Site, free and harmless from and against any and all claims, damages, liabilities, demands, actions, liens, stop notices, losses, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising from or as a result of the conducting of Inspections, except to the extent caused by an indemnified party's gross negligence, recklessness or intentional misconduct.

(d) Developer's obligations under this Section 5 shall survive the expiration or termination of this Agreement.

6. Pre-Existing Environmental Conditions. Developer acknowledges that commencing in the 1940's, the Great Park was operated for over fifty (50) years as a military base, including as a "Master Jet Station." Throughout its operational years, the mission of the Great Park involved the operation and maintenance of military aircraft and ground-support equipment. A by-product of these activities was the generation of "Toxic Materials" (as defined below) at various locations. Since the late 1980's, the Department of the Navy ("**DON**"), which overseas both the United States Navy and Marine Corps, has undertaken environmental investigations, analysis, testing, and remediation activities in the Great Park to address past releases of Toxic Materials.

Developer acknowledges and agrees that numerous environmental documents pertain to the Great Park and the Proposed Site, including with respect to the presence of Toxic Materials. Many of such documents are a matter of record, however certain of the documents are available only upon request to the appropriate regulatory agencies, including the Department of Toxic Substances Control, the California Regional Water Quality Control Board, and the DON. Developer acknowledges and agrees that with respect to the Inspections Developer shall be bound by the terms, reservations, easements, covenants, conditions, restrictions and agreements set forth in such documents as they relate to the Proposed Site, and this Agreement and Developer's right to enter the Proposed Site and conduct Inspections shall be subject to and subordinate to such documents and restrictions, and any amendments thereto as may be made from time to time, and/or other remedial or related requirements as may be imposed on the Premises (collectively, the "**Environmental Restrictions**"). As used in this Agreement, the term "**Toxic Materials**" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substances Account Act), (iii) defined as a "hazardous material" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a

"hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) formaldehyde, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (x) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) ("RCRA"), or (xii) defined as "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

Developer further acknowledges and agrees that (i) a substantial majority of the Proposed Site remains under the ownership of the DON, and has been leased to Heritage Fields LLC, a Delaware limited liability company ("**Heritage Fields**"), by a Lease in Furtherance of Conveyance executed on July 12, 2005 (the "**LIFOC**"), (ii) concurrently with the execution of the LIFOC, Heritage Fields assigned and transferred all of its right, title and interest in and to the LIFOC with respect to the portions of the Proposed Site subject to the LIFOC (and certain other properties subject to the LIFOC) to City by an Assignment of Leases, which was recorded in the Official Records of Orange County on July 12, 2005 (the "**Assignment**"), (iii) each of the LIFOC and Assignment impose various restrictions and limitations on City's use of the Proposed Site, including restrictions on any intrusive or invasive testing or investigation (e.g., testing that breaks the surface of the ground), (iv) prior to conducting any Inspections on the Proposed Site, Developer shall coordinate with City so that City may obtain approval under the LIFOC and Assignment, if required, for the Inspections, and in conducting any Inspections, Developer agrees to and shall comply with all applicable terms of the LIFOC, Assignment, and all other applicable restrictions, (v) the Great Park project is an installation identified as a National Priorities List Site under CERCLA, (vi) the Government, EPA and the State, and their officers, agents, employees, contractors and subcontractors, have the right to enter upon the Proposed Site for the purposes consistent with any provisions of the environmental cleanup program (including, without limitation, the BRAC Cleanup Plan, FFA, and the Installation Restoration Program, and (vii) Developer shall not interfere with or damage any of the remediation equipment that may be located on or near the Proposed Site from time to time.

7. Insurance. Without limiting Developer's indemnification obligations under this Agreement, Developer 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 Developer and/or the Developer Entities, including without limitation Developer's conducting of the Inspections. In the event that Developer subcontracts any portion of the work, the contract between Developer and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Developer is required to maintain pursuant to this Section.

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 Developer's performance of this Agreement, including without limitation Developer's conducting of the Inspections. Such insurance shall be endorsed to:

(1) Name the City and City Personnel as additional insured for claims arising out of Developer's performance of this Agreement, including without limitation Developer's conducting of the Inspections.

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

B. Automobile Liability Insurance with a limit of liability of not less than $1,000,000 each occurrence and $1,000,000 annual aggregate. 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 and City Personnel as additional insureds for claims arising out of Developer's performance of this Agreement, including without limitation Developer's conducting of the Inspections.

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

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

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

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: Developer 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. ***Statements on an insurance certificate will not be accepted in lieu of the actual endorsements required.*** 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.

F. 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 City.

G. Insurance of Subcontractors. Developer shall be responsible for causing subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City and City Personnel as additional insureds to the Subcontractor's policies.

8. No Predetermination of City Discretion. The Parties acknowledge and agree that nothing in this Agreement in any respect does or shall be construed to affect or prejudge the exercise of City's discretion concerning the designation of the Proposed Site and/or consideration of a Proposed Development or a Ground Lease, or any submittal by Developer with respect to either of the foregoing. The Parties do not intend this Agreement to be a Ground Lease, development agreement, purchase agreement or other agreement for the lease or other conveyance of land or the construction or development of improvements thereon. The Parties acknowledge and agree that they have not agreed upon the essential terms of the subject matter of a transaction, and that such essential terms will be the subject matter of further negotiations. Notwithstanding any submittals to be made by Developer hereunder, and/or any authorization by the City Council to extend the term of this Agreement to the Second Negotiating Period, the Parties acknowledge and agree that any final agreement, if an agreement is reached, would be in the form of a Ground Lease, and any such Ground Lease would not be effective until it has been considered and formally approved by the City Council and thereafter has been executed by authorized representatives of each of the Parties. Notwithstanding anything in this Agreement to the contrary, City does not intend by this Agreement to commit to a definite course of action with respect to the Proposed Site, a Proposed Development or a Ground Lease. City retains full discretion with respect to the Proposed Site, a Proposed Development and a Ground Lease, any CEQA determination with respect to a Proposed Development and Ground Lease, and any mitigation measures or alternatives to the Proposed Development pursuant to CEQA, including a decision not to proceed with the Proposed Site, a Proposed Development, or Ground Lease.

9. Costs and Expenses. Except as provided in Section 4 above, each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under this Agreement.

10. Lead Negotiators. The City Manager, or his or her designee, shall be the lead negotiator for the City with respect to the subject matter of this Agreement. Mike

Riedel, or such other person as designated by Developer from time to time, shall be the lead negotiator for the Developer with respect to the subject matter of this Agreement.

11. Change in Developer. The qualifications of Developer are of particular interest to City. Consequently, no person or entity, whether a voluntary or involuntary successor of Developer, shall acquire any rights or powers under this Agreement, nor shall Developer assign all or any part of this Agreement, without the prior written approval of City, which approval City may grant, withhold or deny at its sole and absolute discretion. Any other purported transfer, voluntarily or by operation of law, shall be absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee.

12. City Cooperation. City agrees to cooperate with Developer in supplying financial institutions with appropriate information, if available and not otherwise privileged, to facilitate the obtaining of financing or commitments for financing for a Proposed Development. City shall also cooperate with Developer's professional consultants and associates in providing them with any information and assistance reasonably within the capacity of City to provide in connection with the preparation of Developer's submissions to City pursuant to this Agreement or as required by state or local laws and regulations. This requirement does not obligate City to incur any monetary costs therefor.

13. Assignment to City. If the Parties fail to enter into a Ground Lease prior to the expiration of the Negotiation Period, or if this Agreement is terminated for any reason, then upon City's written request and at no cost to City, Developer shall assign to City all of Developer's right, title and interest in and to any plans, studies, investigations, reports, analysis, and/or agreements owned by Developer or to which Developer is a party that relate to the Proposed Site and/or the Proposed Development (collectively, the "**Developer Plans and Studies**"). Any request by City pursuant to this Section 13 shall specify which of the Developer Plans and Studies that City desires Developer to assign to City. Developer shall require that each of the contractors and/or consultants that are a party to the Developer Plans and Studies expressly consent, within the Developer Plans and Studies, to Developer's assignment of such Developer Plans and Studies to City without any further action or approval required by such contractors and/or consultants.

14. Address for Notices. Any notices pursuant to this Agreement shall be in writing and sent (i) by Federal Express (or other established express delivery service which maintains delivery records), (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the following addresses:

To City: City of Irvine
1 Civic Center Plaza

Irvine, CA 92606
Attn.: City Manager

With a copy to: City of Irvine
1 Civic Center Plaza
Irvine, CA 92606
Attn.: Orange County Great Park Director

And to: City of Irvine
1 Civic Center Plaza
Irvine, CA 92606
Attn.: City Attorney

To Developer: Mike Riedel
Wild Rivers Irvine, LLC
150 Via Monte Doro
Redondo Beach, CA 90277

Any Party may designate a different address for itself by notice similarly given. Any notice, demand or document so given, delivered or made by United States mail, shall be deemed to have been given seventy-two (72) hours after the same is deposited in the United States mail as registered or certified mail, addressed as above provided, with postage thereon fully prepaid. Any notice, demand or document delivered by overnight delivery service shall be deemed complete upon actual delivery or attempted delivery, provided such attempted delivery is made on a business day. Any such notice, demand or document not given by registered or certified mail or by overnight delivery service as aforesaid shall be deemed to be given, delivered or made upon receipt of the same by the Party to whom the same is to be given or delivered.

15. Default. Failure by either Party to negotiate in good faith or to perform any other of its duties as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the action required to cure the default. If the default remains uncured fifteen (15) days after the date of such notice, the non-defaulting Party may exercise the remedies set forth in Section 15 of this Agreement.

16. Remedies for Breach of Agreement. In the event of an uncured default under this Agreement, the sole remedies of the non-defaulting Party shall be (a) to terminate this Agreement, and (b) to institute an action for specific performance of this Agreement. Following the termination of this Agreement, neither Party shall have any further rights, remedies or obligations under this Agreement, except as specifically set forth herein. Neither Party shall have any liability to the other for monetary damages for the breach of this Agreement, or failure to reach agreement on a Ground Lease, and each Party hereby waives and releases any such rights or claims it may otherwise have at law or at equity. Furthermore, Developer knowingly agrees that it shall have no right to specific performance for conveyance of any right, title or interest in the Proposed Site or any portion thereof, and shall not file a lis pendens with respect to the Proposed Site or

any portion thereof. The Parties' rights and obligations under this Section 15 shall survive the expiration or termination of this Agreement.

17. Attorney's Fees. In the event any action is taken by either Party to this Agreement to enforce this Agreement, the prevailing Party shall be entitled to recover from the other Party its actual attorneys' fees and costs. The Parties' rights and obligations under this Section 16 shall survive the expiration or termination of this Agreement.

18. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

19. Time of Essence. Time is of the essence of every portion of this Agreement in which time is a material part. In no event shall an incomplete submittal by Developer trigger any obligation of City to review and/or perform hereunder; provided, however that City shall notify Developer of an incomplete submittal as soon as is practicable and in no event later than the applicable time set forth for City's action on the particular item in question. Further, the time periods set forth herein are outside dates of performance. In the event a Party completes a performance item earlier that the time required hereunder, the time for the next performance obligation of a Party shall commence. Thus, the Parties agree that the requirements hereunder may occur and be completed in a shorter time frame than set forth herein.

20. Agreement Does Not Constitute Development Approval. City reserves final discretion and approval as to any Proposed Development and any Ground Lease and all proceedings and decisions in connection therewith. This Agreement shall not be construed as a grant of development rights or land use entitlements to construct a Proposed Development or any other project on the Proposed Site. All design, architectural, and building plans for any Proposed Development shall be subject to the review and approval of City. By its execution of this Agreement, City is not committing itself to or agreeing to undertake the disposition of the Proposed Site to Developer, or any other acts or activities requiring the subsequent independent exercise of discretion by City or any agency or department thereof.

21. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California.

22. Amendments and Waivers. This Agreement amends and restates the Original Agreement in its entirety, and the provisions of the Original Agreement are superseded by this Agreement in their entirety. This Agreement may not be further altered, amended, changed, terminated or modified in any respect or particular unless the same shall be in writing and signed by both City and Developer. No provision of this Agreement will be deemed to have been waived by a party except for an explicit waiver in writing signed by that party.

23. Implementation of Agreement. City shall maintain authority to implement this Agreement through the City Manager (or his or her duly authorized representative). City Manager shall have the authority to make approvals, waive provisions and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the substantive business terms of this Agreement, or add to the costs incurred or to be incurred by City as specified herein. Such amendments may include extensions of time to perform. All other material and/or substantive approvals, waivers, or amendments shall require the consideration, action and written consent of the City Council.

21. No Brokers. Each Party shall indemnify, defend, protect and hold harmless the other Party from and against any and all obligations or liabilities to pay any real estate broker's commission, finder's fee, or other compensation to any person or entity arising from or in connection with this Agreement which results from any act or agreement of such Party.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

[End of Agreement – Signature page follows]

NOW THEREFORE, City and Developer have executed this Amended and Restated Exclusive Negotiating Agreement as of the date first set forth above.

CITY:

CITY OF IRVINE,
a chartered city and municipal corporation

By: _____
Donald P. Wagner, Mayor

ATTEST:

_____
Molly McLaughlin, City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

_____
Jeffrey T. Melching, City Attorney

DEVELOPER:

WILD RIVERS IRVINE, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A"

MAP OF CULTURAL TERRACE

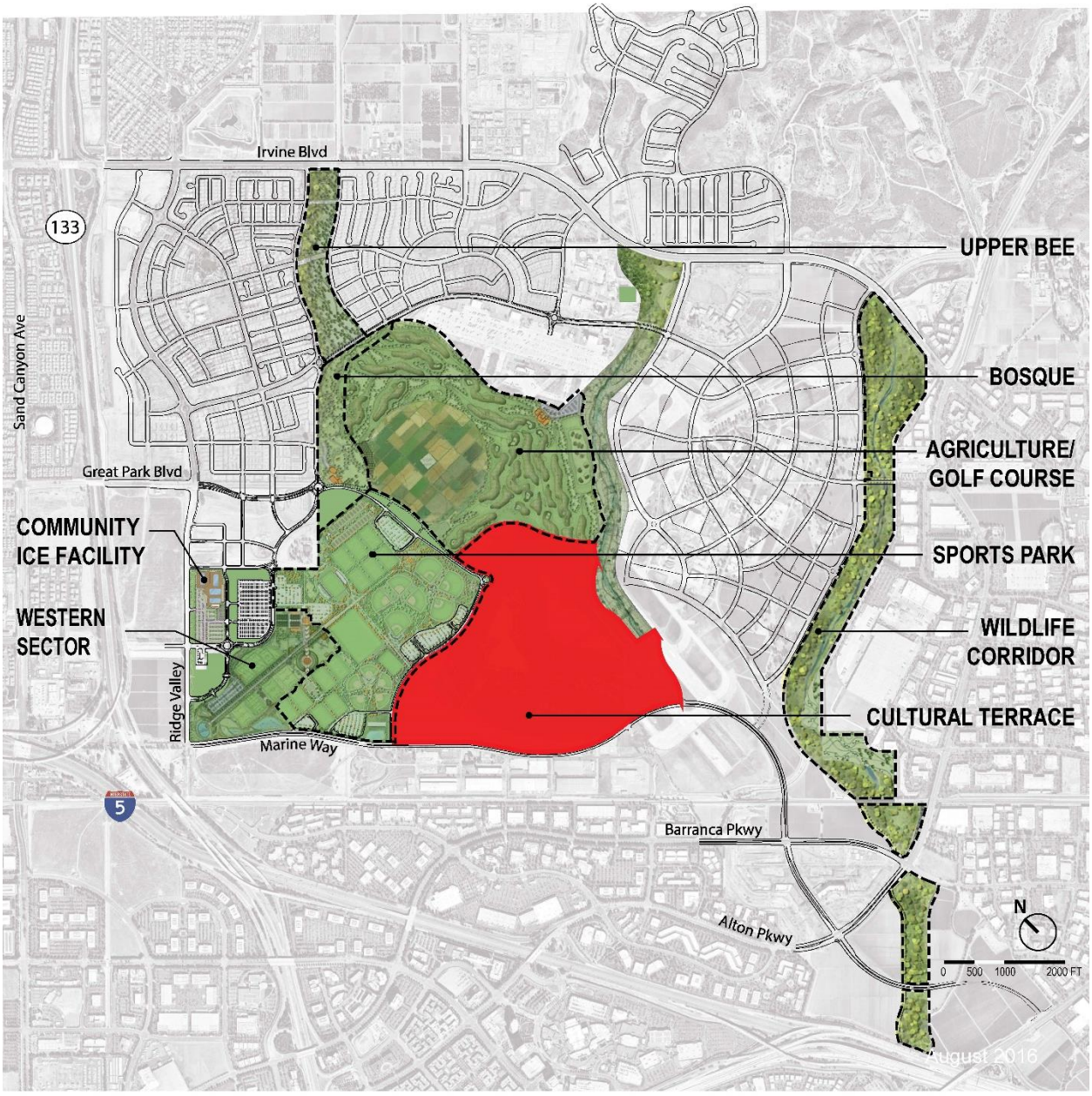


EXHIBIT "A" ATTACHMENT

EXHIBIT "B"

NEGOTIATING PERIOD NO. 1 DUTIES

a. Property Documents. Within thirty (30) days after the Effective Date, City shall provide or cause to be provided to Developer all documents relating to the physical or environmental condition of the Proposed Site (including, but not limited to, environmental, property physical condition, geological studies, engineering and structural analyses, and geotechnical reports and soil tests and analyses) to the extent reasonably known to be in City's possession (except for such materials which have previously been provided to Developer). City shall provide any other documents relating to the Proposed Site which are in the possession of the City, at the request of the Developer. COMPLETED

b. Identification of Proposed Site. Within the first ten (10) days of Negotiating Period No. 1, City and Developer shall negotiate in good faith to identify the portion of the Cultural Terrace that will be designated as the Proposed Site. COMPLETED

c. Developer Due Diligence. Developer and the Developer Entities, at Developer's sole cost and expense, shall perform Inspections with respect to the Proposed Site, all in accordance with Section 5 of the Agreement. IN PROCESS WAITING FOR ACCESS TO PREFORM PHASE 2 ENVIRONMENTAL STUDY

d. Title Report. Within the first forty-five (45) days of Negotiating Period No. 1, City shall cause First American Title Company, or another title company reasonably acceptable to the Parties, to provide Developer with a current preliminary title report covering the Proposed Site, together with legible copies of all documents and instruments referred to in said title report, to the extent available from the title company. During Negotiating Period No. 1, Developer shall review the preliminary title report and documents. COMPLETED

e. Developer Submission of Proposed Development Concept. Prior to the end of Negotiating Period No. 1, Developer shall submit to City the following (collectively, the "**Development Concept**"):

(i) a proposed project description and concept drawings. COMPLETED

(ii) a proposed site plan. COMPLETED

(iii) a proposed initial construction schedule. COMPLETED

(iv) an estimate of development costs for a Proposed Development. COMPLETED

(v) a preliminary pro forma statement of project return for a Proposed Development. COMPLETED

(vi) written approval of the preliminary title to the Proposed Site. COMPLETED

(vii) a detailed schedule for the parties' actions during Negotiating Period No. 2. COMPLETED

f. Attempt to Negotiate and Prepare Preliminary Draft Form of Ground Lease. City and Developer shall attempt to negotiate and prepare a preliminary draft form of Ground Lease. IN PROCESS

g. Debt and Equity Partner Approval. Developer shall obtain the written preliminary approval of the Proposed Development from Developer's debt and equity partners, and provide a description of the process for Developer to obtain final approval for debt and equity financing of the costs of the Proposed Development, including all contingencies and capital contribution requirements for Developer. COMPLETED.

h. Extension of Negotiating Term. If the City Council determines that all of Developer's obligations under this Exhibit B have been performed prior to the end of Negotiating Period No. 1, and the City Council authorizes an extension, pursuant to its sole and absolute discretion, the Negotiating Period shall be extended as set forth in Section 2 of the Agreement. If the City Council does not determine that all of the Developer's obligations under this Exhibit B have been performed prior to the end of Negotiating Period No. 1, and/or the City Council does not authorize such an extension, the Agreement shall automatically terminate at the expiration of Negotiating Period No. 1.

EXHIBIT "C"

NEGOTIATING PERIOD NO. 2 DUTIES

a. Developer Due Diligence. Developer and the Developer Entities, at Developer's sole cost and expense, shall perform Inspections with respect to the Proposed Site, all in accordance with Sections 5 and 6 of the Agreement.

b. Negotiation and Attempt to Prepare Draft Ground Lease. The Parties shall continue to diligently negotiate and attempt to prepare a draft Ground Lease, based upon the terms and conditions contained in the Development Concept and in the preliminary draft form of Ground Lease.

c. CEQA Requirements. City shall prepare all documentation required pursuant to the California Environmental Quality Act of 1970, Public Resources Code Section 21000, *et seq.* Developer shall be responsible for the cost of all CEQA documentation.

d. Application for Land Use Entitlements. Developer shall make applications for all land use entitlements and approvals required for a Proposed Development.

e. Financing Commitment. Developer shall provide to City for City review and approval a preliminary commitment from qualified lenders and/or equity sources for construction and permanent financing for a Proposed Development.

f. Appraisal. City shall obtain an appraisal of the fair market value of the Proposed Site, and the fair rental value of the Proposed Site, with the conditions and requirements contemplated to be included in a proposed Ground Lease, from a reputable state-certified appraiser. The Developer shall be responsible for the cost of any such appraisal.

EXHIBIT "D"

ENA SCHEDULE

Activity	Responsible Party	Date
Deliver 1 fully executed copy of Agreement to Developer	City	Within 10 days after City Council approval of this Agreement
Negotiating Period No. 1		
Identification of Portion of Cultural Terrace to be evaluated as the Proposed Site	City	Within first 10 days of Negotiating Period No. 1
Deliver Property Documents to Developer	City	Within first 30 days of Negotiating Period No. 1
Deliver Title Report to Developer	City, Title Company	Within first 45 days of Negotiating Period No. 1
Deliver Development Concept Submission to City	Developer	On or before March 31, 2018
City acknowledgement of submission of complete Development Concept	City	Prior to end of Negotiating Period No. 1
Developer and City negotiate and attempt to prepare preliminary draft form of Ground Lease.	Developer and City	Prior to end of Negotiating Period No. 1

Negotiating Period No. 2		
Continue negotiation and preparation of draft Ground Lease	City and Developer	Immediately upon commencement of Negotiating Period No. 2
Developer submits application for land use entitlements	Developer	Within 90 days prior to end of Negotiating Period No. 2
Developer submits evidence of financing commitments for a Proposed Development	Developer	Within 60 days prior to end of Negotiating Period No. 2
City obtains appraisal of fair market value and fair rental value of Proposed Site	City	Within 45 days prior to the end of Negotiating Period No. 2
City Council consideration of Ground Lease and environmental review under CEQA	City	Prior to end of Negotiating Period No. 2
Developer submits written approval of all due diligence items, including without limitation, the environmental condition of the Proposed Site, and physical condition of the Proposed Site.	Developer	No later than July 31, 2018

March 15, 2018

Mr. Pete Carmichael
Interim Director, Orange County Great Park
1 Civic Center Plaza
Irvine, CA 92606

Dear Mr. Carmichael,

We understand that in the Great Park Board/City Council meeting on March 27, 2018, the Board/Council will discuss Wild Rivers and consider our proposed amended and restated ENA. We also understand that Council will make a determination on whether or not to move into ENA Negotiating Period #2 and start the CEQA study.

In connection with these deliberations, we ask that the Board/Council consider and determine who will construct parking for this project. We have been told that the Great Park anticipates that it will have significant shared parking for its uses. We request the Board/Council to affirm that under the Wild Rivers Ground Lease (i) the City will make available to Wild Rivers during waterpark operating hours at least 1200 parking stalls located in a lot adjacent to the main guest entrance to the waterpark, and (ii) Wild Rivers will be permitted to charge its guests to park in those parking stalls. Wild Rivers' rental payment for use of the parking lot will be subject to further negotiation.

Sincerely,

Mike Riedel
President
Wild Rivers Waterpark

8770 Irvine Center Drive • Irvine, California 92618 • Tel: (949) 788-0808 • Fax: (949) 788-0890 • www.wildrivers.com

March __, 2018

Mr. Mike Riedel
Wild Rivers Irvine, LLC
150 Via Monte Doro
Redondo Beach, CA 90277

Re: Letter Agreement re Extension to Negotiating Period No. 1

Dear Mr. Riedel:

The City of Irvine ("**City**") and Wild Rivers Irvine, LLC ("**Developer**") are parties to that certain Exclusive Negotiating Agreement, dated June 27, 2017 (the "**ENA**"), pursuant to which City and Developer have agreed to negotiate and attempt to agree on terms on which City would lease certain real property in the City of Irvine (the "**Property**") to Developer for Developer's development and operation thereon of a water park.

Exhibit "B" of the ENA sets forth certain obligations of City and Developer during the period described in the ENA as "Negotiating Period No. 1," which was originally scheduled to expire on December 31, 2017. The ENA provides that if (i) the Irvine City Council determines that all of Developer's obligations on Exhibit "B" have been performed prior to the end of Negotiating Period No. 1, and (ii) the City Council authorizes an extension, the term of the ENA will be extended until December 31, 2018, with such extension period designated in the ENA as "Negotiating Period No. 2."

Section 22 of the ENA authorizes the City Manager of City to implement the ENA, including by granting extensions of time to perform. In response to a request received from Wild Rivers for an extension under the ENA, on November 20, 2017, the City Manager executed a Letter Agreement to extend Negotiating Period No. 1 to March 31, 2018.

Developer has completed many of its obligations on Exhibit "B" of the ENA, but has not yet provided written approval of the environmental and physical condition of the Property. Developer has requested additional time to complete its review and investigation of the environmental and physical condition of the Property.

On March 27, 2018, the City Council of the City of Irvine agreed to extend Negotiating Period No. 1 for an additional six (6) months, to September 30, 2018.

If you agree to the matters described in this letter, please sign below. Please do not hesitate to contact Pete Carmichael at (949) 724-6092 should you have any questions.

Sincerely,

_____
Donald P. Wagner, Mayor

By execution below, Developer agrees to the terms outlined in this letter.

“Developer”

WILD RIVERS IRVINE, LLC, a California limited liability company

By: _____
Mike Riedel, President

CITY OF IRVINE

BUDGET ADJUSTMENT REQUEST FORM

Department: Public Works

Requestor: Scott Smith

Finance Comm. Date: N/A

City Council Date: April 24, 2018

Finance Use Only - Batch Record Number

GL

JL

Posting Date

Posted by /date

Approval Exception (A - O):
(see Financial Policies - Budget Adjustment)

Reason Code: 0003 New Program or Project

Explanation for Request:

Appropriation for Capital Improvement Project for Wild Rivers Development Parking Lot. Appropriation Revenue to come from Department of Finance Settlement Funds within Fund 180.

Approvals:

Department Approval Date

Budget Office Approval Date

Fiscal Services Approval Date

City Manager Approval Date

REVENUES AND TRANSFERS-IN

Fund #	Account Number				Amount
	GL		JL		
	Org Key	Object Code	Job Key	Object Code	Increase or (Decrease)
286	3191591599	7180	3618115310	7180	500,000
				Subtotal	500,000

EXPENDITURES AND TRANSFERS-OUT

Fund #	Account Number				Amount
	GL		JL		
	Org Key	Object Code	Job Key	Object Code	Increase or (Decrease)
180	9191591599	8286			500,000
286	3153156099	5815	3618115310	5815	50,000
286	3153156099	5820	3618115310	5820	450,000
				Subtotal	1,000,000

CHANGE TO FUND BALANCE

Fund #	Account Number				Amount
	GL		JL		
	Org Key	Object Code	Job Key	Object Code	Increase or (Decrease)
180	9100000099	2001			(500,000)
				Subtotal	(500,000)

Fund Balance Entry Required

ATTACHMENT 2

2.1

REQUEST FOR BOARD ACTION

MEETING DATE: APRIL 24, 2018

TITLE: ORANGE COUNTY GREAT PARK FINANCIAL PROJECTIONS

Director of Administrative Services

City Manager

RECOMMENDED ACTION

Receive and file the presentation on financial projections for the Orange County Great Park.

EXECUTIVE SUMMARY

An oral presentation will be provided by staff on Orange County Great Park financial projections.

REPORT PREPARED BY Kristin Griffith, Director of Administrative Services

2.2

REQUEST FOR BOARD ACTION

MEETING DATE: April 24, 2018

TITLE: ORANGE COUNTY GREAT PARK FACILITY RESERVATION POLICY AND FEES FOR NON-ATHLETIC FACILITIES

Director of Community Services

City Manager

RECOMMENDED ACTION

Recommend that the City Council adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO ADOPT THE COMMUNITY SERVICES DEPARTMENT'S "ORANGE COUNTY GREAT PARK FACILITY RESERVATION POLICY" AND TO SET RESERVATION FEES FOR CERTAIN NON-ATHLETIC FACILITIES FOR THE ORANGE COUNTY GREAT PARK

EXECUTIVE SUMMARY

With the opening of the Orange County Great Park (Great Park) Sports Complex in August 2017, there has been increased interest and inquiries by the community to reserve facilities, spaces, and non-athletic amenities. Policies and fees for reserving these spaces have not yet been established. The Great Park has several exceptional event spaces that provide the perfect venue for community events, festivals, and fundraising activities.

The proposed Facility Reservation Policy (Policy) and fees have been developed to complement the type of uses being requested by the community. Permit categories have been established for community organizations, businesses and private parties. The proposed Policy provides a framework for administering non-athletic reservation permits, while maintaining public access to exhibits, attractions, programs and services. It establishes a fee structure and provides policy direction for processing and managing reservation requests of large and small activities at the Great Park.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

None.

ANALYSIS

Proposed Reservation Policy

The proposed Policy has been drafted and informed by the experiences and lessons learned with reservations at the Great Park, and by using the City's successful Community Services Facility Reservation Policy as a framework and model.

There are a number of reservation spaces at the Great Park that provide opportunities for the public to reserve and host large events and small activities. The Policy seeks to maintain balance for reservations, without compromising access to the exhibits, attractions, programs and services available at the Great Park. The proposed Policy is presented as Attachment 1, and provides language specific to the unique opportunities and reservation spaces available at the Great Park.

The proposed Policy establishes:

- Reservation Permit Categories
- Calendar/Timelines for Reservation Requests
- Policies for Payments, Deposits, Insurance, Cancellations and Changes
- Permit and Site Requirements

Proposed Reservation Fees

The proposed reservation fees for non-athletic facilities at the Great Park are presented as Attachment 2. Four indoor facilities and several outdoor spaces in the Great Park available for public reservations have been identified. In general, the proposed fees were created by benchmarking reservation fees for comparable facilities at other City parks, in combination with event package fees for the typical events requested at the Great Park. The analysis for setting fees compared room sizes and amenities of similar indoor and outdoor amenities at City parks with those available at the Great Park. The proposed reservation fees support the City's goals for cost recovery at the Great Park.

Additionally, staff evaluates fees for appropriateness based on Proposition 26, which defines "tax" as any levy, charge or exaction of any kind that does not fall within the seven exceptions listed in the proposition. The following two exceptions to Proposition 26 apply to reservation fees and charges proposed for the Great Park.

Local Government Property Exemption. Examples: facility rental fees, room rental fees, equipment rental fees, on and off-street parking, tolls, franchise, park entrance, museum admission, zoo admission, tipping fees, golf green fees, etc.

Penalty for Illegal Activity Exemption. Examples: parking fines, code enforcement fees and penalties, late payment fees, interest charges and other charges for violation of the law.

Processing and Managing Reservations

The Great Park is an outstanding venue that draws interest from promoters of large community events, festivals, and fundraising activities that cannot be accommodated at other City parks. A variety of public and private large event reservations are held at the Great Park every year.

While a policy has not been in place to reserve these amenities, reservations have been offered through a License Agreement (Agreement) with Automotive Marketing Consultants, Inc. (AMCI), since 2005. The City's Agreement with AMCI was established in 2005; however, the Department of Navy leased runways to AMCI prior to the transfer of the Great Park property to the City. At its meeting on October 14, 2008, the City Council amended the Agreement to expand AMCI's license area to include: Hangar 244, the Palm Court, Balloon Lawn, Terraced Lawn, and other reservation spaces referred to as the "Preview Park" area of the Great Park.

The License Agreement provides the City 60 percent of the reservation revenues without the inherent costs associated with managing the reservations. AMCI's management of reservations and events has ensured contracts, permits, and liability requirements were fulfilled. AMCI's oversight and role for events includes working with organizers on site logistics and safety protocols; supervising move-in, set up, and tear-down of events; and providing personnel at the event to ensure City policies and procedures are adhered to.

AMCI has expressed an interest in continuing in this role. The collaboration with AMCI has been cooperative and has represented an efficient means for administering events at the Great Park. If approved by the Orange County Great Park Board and City Council, the License Agreement with AMCI will be amended to reflect the proposed Policy and fees. Amending the contract and continuing this relationship allows the City to offer facilities for reservation without dedicating personnel and the associated costs, while further defining expectations and associated fees with the delivery of these services.

ALTERNATIVES CONSIDERED

The Orange County Great Park Board of Directors (Board) may consider not establishing or approving the proposed reservation Policy and fees, or may direct staff to return and provide additional information and/or modifications to the proposed Policy and fees.

FINANCIAL IMPACT

The proposed Policy and fees, in conjunction with the AMCI agreement, are anticipated to generate $110,000 in net revenue for the Great Park in FY 2018-19. These revenues reflect the City's 60 percent share of the reservation fees collected.

REPORT PREPARED BY Ed Crofts, Community Services Manager
Kim Mahon, Senior Management Analyst

ATTACHMENTS

1. Proposed Orange County Great Park Facility Reservation Policy
2. Proposed Orange County Great Park Reservation Fees
3. City Council Resolution No. 18-XX

COMMUNITY SERVICES POLICY

Orange County Great Park Facility Reservation Policy

City Council Resolution Number: _____

City Council Approved: _____ _____

City Council Amended: _____ Director of Community Services

1.0 POLICY STATEMENT

The Community Services Department (Department) is responsible for managing activities, events and reservations for the City of Irvine's Orange County Great Park for the enjoyment of the community. The Orange County Great Park Facility Reservation Policy (Policy) is established to ensure use of the Orange County Great Park (Great Park): 1) aligns with the City's core mission, vision and values; 2) provides equitable and fair access to all users; 3) remains equitably and fairly priced; 4) operates in a fiscally responsible manner; and 5) supports a healthy, safe, vibrant and sustainable community.

2.0 POLICY PURPOSE AND INTENT

The purpose of the Policy is to provide an effective framework for the administration of reservation permits to provide equitable and reasonable access to Great Park facilities. In accordance with the Irvine Municipal Code (IMC) Section 3-4-302, *the appropriate entity shall bear in mind that the public parks are intended for the use and enjoyment of all of the people of the City and uses which will substantially impair the rights of the public in general to use the park in favor of specific individuals or groups should not be permitted.*

The intent of this Policy is to guide the use and reservation of facilities by residents, community organizations, businesses and non-resident users. With the exception of the facilities governed by the Sports Complex Field Allocation and Fee Policy, all indoor and outdoor reservations at the Great Park shall be governed by this Policy.

3.0 POLICY ESTABLISHMENT AND PERMIT FEES

In accordance with IMC Section 3-4-102, *the Community Services Department may from time-to-time establish reasonable rules, procedures, policies or regulations governing the use and enjoyment of any park and open space area, building, structure, equipment, apparatus or appliance thereon in order to maximize the use and enjoyment of parks by the public in addition to those contained in this division, and no person shall disobey or violate the same.*

The Community Services Department shall implement and administer this Policy and the corresponding reservation fees and charges as adopted by the City Council.

ATTACHMENT 1

4.0 RESERVATION PERMIT CATEGORIES

Resident and non-resident reservation requests of private individuals, non-profit organizations, government agencies and commercial entities are defined by the permit categories shown below:

Category	Irvine Permits (R)	Non-Resident Permits (N)
A	▪ Nonprofit Organizations ▪ Schools (K-12 Public/Nonprofit) ▪ Government/Military	▪ Nonprofit Organizations ▪ Schools (K-12 Public/Nonprofit) ▪ Government/Military
B	▪ Private Parties ▪ Public/Nonprofit Universities and Colleges	▪ Private Parties ▪ Public/Nonprofit Universities and Colleges
C	▪ Commercial/For-Profit Entity	▪ Commercial/For-Profit Entity

Note: The categories above are not applicable to event packages.

Nonprofit Organization Permits

Incorporated nonprofit civic, social, cultural and religious organizations. To qualify for resident reservation rates, membership-based organizations shall verify participation equal or greater than 70% Irvine residents. Rosters for membership and participation will be reviewed at the time of application. The applicant shall produce rosters and attendance records at any time upon request of the City of Irvine.

Incorporated nonprofit organizations that do not meet residency requirements may be invoiced at Irvine Permit reservation rates when the organization's primary mission is philanthropic, and service-driven for the Irvine community and its residents.

Private Party Events

Examples of reservation requests for private parties include family reunions, wedding receptions and family picnics. Reservations that require attendees to pay an admission fee, and/or pay for good or services shall be invoiced at Category C reservation rates.

Requests on behalf of an individual fundraising or campaigning for public office in Irvine shall be invoiced at resident rates for Category B. All other requests of political parties and candidates for public office not within the boundary of the City of Irvine shall be invoiced at nonresident rates for Category B.

Commercial and Profit Seeking Permits

Applicants may be categorized as private party, nonprofit organization or a noncommercial entity; however, reservations may be prohibited where the primary use is commercial or profit-seeking in nature, such as charging admission or requiring attendees to pay for goods or services. When approved, reservation requests for these activities shall invoiced at Category C reservation

rates. This does not apply to facility reservations for philanthropic, fundraising purposes typical for the nonprofit organization.

5.0 RESERVATION CALENDAR

Reservations are approved on a first-come, first-served basis and applications may be submitted up to twelve (12) months in advance, but no less than forty (40) days prior to the requested date. City may accommodate requests with less than forty (40) days' notice subject to space availability, staffing and reservation logistics.

Note: Reservation requests for large special events as described in Section 6.0 must be submitted no less than ninety (90) days prior to the requested event date.

6.0 ADDITIONAL PERMIT REQUIREMENTS

As determined by the City, public and private events such as festivals, carnivals, and other gatherings with large numbers of attendees that may present public safety and site logistical concerns due to the size and nature of the event, may require any and all of the following requirements below:

- Special Event Permit from the Public Safety Department
- Additional liability insurance as determined by the City's Risk Manager
- Hold harmless agreement and certificate of worker's compensation
- Security services
- Fees for additional services (i.e. event staff, custodial, parking management, and portable restrooms)
- Additional event plans (i.e. event, marketing, parking, security, crowd-control, ticketing, waste management/recycling)
- List of vendors, including names, addresses, contact information
- Parking of RV's, buses or oversized vehicles may be restricted
- Installation of temporary structures (i.e. bleachers, staging, fencing, tenting)
- Additional requirements and City department approvals as identified by the City

Additional Staff

Reservations may require additional program, facility or maintenance personnel due to the size or nature of the event. This includes staff that are scheduled after regular operating hours for the park, and staff that are scheduled specific for the event/reservation. Full costs associated with the assigned staff will be applied.

7.0 PAYMENTS, DEPOSITS AND INSURANCE

Payments

All facility reservation fees and deposits must be paid prior to permit issuance, and at a minimum thirty (30) days in advance of the activity/event. Payment plans may be available to users in good standing. When payment plans are arranged, applicants must maintain a credit card on file to be charged in the

event of non-payment. Future reservations may be cancelled or denied for users with outstanding balances.

Deposits

Applicants must pay a deposit at the time of application. Deposits will be refunded pending compliance with the Condition of Facility Report. On-going reservations require a standing deposit via a credit card on file, or payment of double the normal event deposit. On-going reservation deposits are not refunded until after the final reservation date.

Any expense incurred by the City to correct facilities and/or equipment not returned to original condition due to the applicant's use will be billed against the applicant's deposit. Any damages to, or defacement of City facilities, equipment and/or park amenities will be deducted from the deposit and/or billed to the applicant at rates equal to cover repair or replacement costs, as determined by the City. The City reserves the right to bill applicant for damages and costs incurred above deposit amount.

Insurance

The City may require applicants to provide liability insurance for an activity/event. Insurance requirements are determined based on the City's risk assessment of the activity/event. Insurance requirements vary by the type of event, facility, and number of anticipated guests; and are subject to change without notice. Insurance requirements must be fulfilled prior to approval of the application, and proof of insurance must be provided thirty (30) calendar days or more prior to the event.

8.0 RESERVATION CANCELLATIONS AND CHANGES

Cancellations

Non-Event reservation cancellations and refunds are processed as follows:

Cancellation Date	Fees Refunded	Deposit Refunded
31 days or more	100%	100%
30 days or less	100%	0%
No Show	0%	0%

Event reservation cancellations and refunds are processed as follows:

Cancellation Date	Fees Refunded	Deposit Refunded
91 days or more	100%	100%
90 days or less	75%	0%
30 days or less	0%	0%

All cancellations are subject to a processing fee for each occurrence.

Failure of the applicant or authorized event contact person to arrive at a scheduled event, and/or failure to provide written cancellation notice shall be considered a No-Show. Applicants with three (3) or more no-shows may lose reservation privileges and remaining reservations may be cancelled for the calendar year.

Reservation Changes

Reservation changes include, but are not limited to: date, time, rooms, number of attendees, and amenities.

Changes are processed in accordance with the following schedule:

Change Date	Processing Fee
31 days or more	One change at no charge; $30 per change thereafter
30 days or less	First change 25% of total deposit; $30 per change thereafter

Day of Event Reservation Changes

Additional fees will be invoiced to the nearest half hour when any member of applicant's party arrives prior to, or departs after the approved reservation time. Fees shall be invoiced at 150 percent of the applicable reservation rate. No refunds or credits will be issued for early departure from an approved reservation permit.

9.0 RESERVATION HOURS (REGULAR AND PRIMETIME HOURS)

The hours shown below are identified as regular hours for reservation of facilities at the Great Park:

Monday - Friday	9 a.m. - 9 p.m.
Saturdays	9 a.m. - 10 p.m.
Sundays	12 noon - 6 p.m.

Great park indoor and outdoor facilities are limited, and in high demand for reservation by the community. The primetime hours below are considered the most sought-after reservation hours. Reservation requests for Great Park rooms and outdoor spaces during these primetime hours are subject to maximum reservations of 12 permits during a calendar year.

Friday	6 p.m. - 9 p.m.
Saturdays	9 a.m. - 10 p.m.
Sundays	12 noon - 6 p.m.

Indoor and outdoor spaces that remain available (unreserved) within three-weeks of a specific date, may be reserved by any applicant. Reservations with this "three-week availability" do not count against the annual limit of 12 reservations.

10.0 FACILITY AND SITE REQUIREMENTS

Reservation permits are required for use of City facilities (except in areas where drop-in use is permitted, such as picnic facilities), and for all gatherings with 50 or more people (IMC Section 3-4-123).

Applicants must be at least 21 years of age, and when applicable the applicant must provide evidence they are authorized to reserve facilities on behalf of an organization. Reservation permits are nontransferable. The applicant or a designated contact person 21 years of age or older must be present for the entire activity/event. The City may allow applicants to designate a limited number of event contact persons to be present in lieu of the applicant.

Applicants are responsible for following all facility rules, regulations and requirements of the reservation permit. Failure to comply may result in the forfeit of up to 100 percent of deposit and fees, and the City reserves the right to reject any future applications.

Unless stated otherwise, reservation periods are in one-hour increments. The date and hours for the permit shall include the entire activity/event, including time for set-up and clean-up after the activity/event.

The City will determine the facilities available for reservation (e.g. dates, days and times), and may limit reservations to ensure balance is provided for scheduled activities, with other community interests for the exhibits, programs and drop-in services.

The City reserves the right to modify, relocate or cancel reservations to accommodate unanticipated community needs, maintenance needs, inclement weather, or unforeseen circumstances. As space is available, accommodations will be provided at an alternate facility or park site. When alternate facilities are not available or are not acceptable to the applicant, an alternate date or refund will be provided.

Reservations may be cancelled due to the misrepresentation or falsification of information, and/or failure to comply with City Policy and procedural requirements. Such cancellations may be subject to forfeit of all fees and deposits paid.

To ensure public safety, the City may access all activities/events in order to confirm rules, regulations and to ensure applicable laws are being followed during the reservation.

Occupancy Levels and ADA Accommodations

To ensure safety of guests, maximum room capacity shall be followed at all times. Room capacity is established by the Orange County Fire Authority and cannot be adjusted to meet the needs of a reservation. Events exceeding maximum room capacity are subject to immediate closure.

Reasonable accommodations are provided in accordance with the Americans with Disabilities Act.

Smoking

Smoking is prohibited at all City facilities, except in designated smoking areas.

Emergency Response

Applicants may be held responsible for all charges related to an police or fire department response associated with the actions and behavior of participants during the reservation.

Drop-In Activities

Unreserved outdoor spaces are available for drop-in use by private parties on a first-come, first-served basis. Reservations have priority over drop-in/walk-on activities. Patrons using facilities for drop-in activities must be present and may not post signs indicating reservation of an area.

Youth-Oriented Reservations

Youth-oriented activities/events requires submission of a guest list, and one (1) chaperone for every ten (10) youth participants. Chaperones must be 25 years or older. Youth-oriented activities/events may also require wrist bands or other identification methods, additional staff person(s), and/or security at the applicant's expense.

Inspections and Condition of Facilities

Reserved facilities must be left in the same condition as received by the applicant. Any damages to, or defacement of, City facilities, equipment and/or park amenities will be deducted from the reservation deposit, and/or invoiced to the applicant to repair or replace the damage as determined by the City. The City reserves the right to bill the applicant for damages occurred above the deposit amount.

Candles, open flames of any kind, tape, nails, staples, etc., are not permitted on walls, ceilings, floors, windows, or furniture of any facility unless approved by the site supervisor during the reservation walk-through. Throwing of rice, confetti, glitter and/or birdseed is not permitted. Fog machines are permitted on cement or ground areas only.

At the time of arrival on the day of the event, the applicant and/or event contact must inspect the premises with staff and sign the Condition of Facility Report. This report consists of a checklist to ensure clarity regarding the arrival time and the initial condition of the facility and reservation space. A post-reservation walk-through will be required to note any changes in the condition of the facility.

Reservation Walk-Through
The applicant and/or event contact person must arrange and attend a reservation walk-through meeting at the reserved site at least thirty (30) days prior to the reserved date. Caterers and special event coordinators should also attend the site meeting. Failure to complete a site meeting may result in event cancellation and forfeiture of fees and deposits.

Additional Permits and Licenses
Applicants are responsible for obtaining all required permits and licenses required by the City or other regulatory agencies including, but not limited to: Special Event Permit, Business License, Alcohol and Beverage Control (ABC) Permit, Orange County Health Department Temporary Food Facility (TFF) Inspection Permit, Orange County Fire Authority Permit, Film Permit, Vendor Permit and Bounce House Permit.

Loading/Unloading Supplies and Deliveries
Use of motorized vehicles on park grounds for loading and unloading of supplies requires prior approval of the site supervisor. Community Services staff is not authorized to sign for deliveries. Deliveries to the Great Park must be received during approved reservation times and the applicant or a representative must be present to accept deliveries.

Mobile Food Trucks
Mobile Food Trucks are only permitted via the special event permit process. Vehicle insurance, with specified limits, and food service permits are required as outlined in the terms of the reservation permit.

Advertising
For any event that will be advertised to the public, a copy of the advertisement is required with the following disclaimer printed on the flyer or electronic communication: This event is a private reservation and is not endorsed or sponsored by the City of Irvine. A copy of flyer and/or electronic communication must be submitted for approval. Images and use of the City and the Orange County Great Park logo, and the use of the Great Park Balloon and its image is restricted and requires advance written approval by the City's Public Information Office.

Installation of Temporary Structures, Displays and Exhibitions
Public parks are intended for the use and enjoyment of City residents. Installation of temporary structures, displays and exhibitions that may substantially impair the rights of the public in general to use the park in favor of specific individuals or groups will not be permitted. Temporary structures, displays or exhibitions may be approved via the special event permitting process.

Vendors
Individuals or businesses displaying or selling items, or providing a service (including bounce houses, mobile food trucks, and caterers) must have a reservation permit or be under an applicant who has a reservation permit.

Vendor must be licensed to conduct business activity in Irvine and must provide proof of a current City Business License or apply for one (valid for one year). Contact Regulatory Affairs at 949-724- 6310 for information regarding securing a Business License. The event applicant is responsible for submitting proof of Business License(s) to the on-site meeting contact or designee at time of the pre-event walk-through. Due to the nature of the service or items being displayed or sold, proof of liability insurance and Orange County Health Department TFF inspection permits may be required.

Public Address and Amplified Sound Systems

Use of public address and amplified sound systems may be permitted in designated locations in accordance with the terms of the reservation permit. Requests for public address systems is approved during the application process (IMC Section 3-4- 125).

Bounce Houses

Use of bounce house requires a reservation of an area within the park, and bounce houses are only permitted in specific locations of the park. Use of more than one bounce house or use of a bounce with an indoor reservation may be approved on a case-by-case basis and may require an additional reservation of an adjacent outdoor area. The City maintains a list of approved bounce house vendors, and bounce houses must be rented from these approved vendors. Bounce houses with water elements, personal bounce inflatables, dunk tanks and water slides are prohibited. Bounce houses may not impede other City-permitted activities or use of the park by other members public.

Animals and Mechanical Trains and Rides

Pony rides and mechanical trains and rides are not permitted in City parks. Petting zoos may be permitted with approval of the site supervisor, additional fees and an Animal Services Permit. Applicants must also provide an approved safety, supervision and clean-up plan prior to reservation approval. Additional insurance may be required at the applicant's expense and is due at the time of application.

11.0 COMMERCIAL FILMING AND PHOTOGRAPHY

Commercial filming/photography at a City facility requires application for facility reservation permit. The Open Space Preserve requires a permit for commercial filming/photography, or high-impact non-commercial filming/photography. Applicants must also submit a City Film Permit, which can be obtained from the Irvine Police Department. A detailed description of the activity, type of filming (still or video) and script copy are required. The City may request screen credit be given.

A professional photographer hired to film during a private party reservation (e.g. wedding, family reunion) is not required to obtain a film permit. The photographer is required to have a City of Irvine business license and provide proof of insurance. The filming/photography location must be returned to its original

condition immediately after conclusion of the filming. All reasonable safety precautions must be observed.

Cancellation of a filming/photography event could occur at the discretion of the Community Services Department if the schedules and restrictions specified in the approved Filming Permit are violated. Specific regulations, policies, and procedures may vary by facility.

12.0 ALCOHOL

For events where alcohol is served, applicants must provide the following and pay associated fees:

- Liquor liability insurance
- City of Irvine Alcohol Use Permit
- Licensed bartender or serving attendant who has completed "Special Event Server Training" and is at least 21 years of age
- Security services

For events where alcohol is sold or donations are accepted; and/or admission is by fee or donation, all applicants must provide the items listed above and the following:

- Alcohol Beverage Control License
- Other requirements as prescribed under related City procedures

For events where a nominal amount of alcohol is used for strictly ceremonial purposes only, exceptions to some or all of the alcohol requirements may be granted via approval of an Alcohol Waiver application.

13.0 SECURITY

The City may require security guards and/or personnel of the Irvine Police Department at events held at City facilities. Depending on the number of youth attendees, presence of alcohol and/or size attendance of an indoor/outdoor event, security service may be required. Security fees are subject to current City security contract rates. Applicants may not provide their own security guards.

14.0 CUSTODIAL SERVICES

All facility clean-up must be accomplished by the permit end time or additional charges may be assessed. Custodial services (porters) are available and may be required based on the size and nature of event. Custodial services are charged an hourly rate and subject to the current City contract rate. Porters are scheduled for a minimum of four (4) hours.

15.0 ADDITIONAL CITY POLICIES AND AGREEMENTS

This Policy may be subject to other City Council approved policies and agreements that establish separate user reservation relationships and arrangements for specific programs and/or entities.

ORANGE COUNTY GREAT PARK RESERVATION FEES

ROOM OR AREA			HOURLY FEES BY CATEGORY					
	Square Feet	Deposit	A		B		C	
Indoor Reservations			IRVINE	NON-RESIDENT	IRVINE	NON-RESIDENT	IRVINE	NON-RESIDENT
Artist Studio Conference Room	313	$100	$38	$60	$45	$60	$68	$75
Visitors Center Conference Room	330	$100	$50	$80	$60	$80	$90	$100
Artist Studio	3,900	$200	$125	$200	$150	$200	$225	$250
Hangar 244 (6 hour minimum)	6,240	$400	$175	$280	$210	$280	$315	$350
Outdoor Reservations								
Outdoor Locations (hourly fees charged per area) - Terraced Lawn - Palm Court - Reflecting Pond and Pier - Festival Lot		$200	$175	$280	$210	$280	$315	$350

Additional Fees	Fee	Notes
Non-Refundable Processing Fee	$30	
Vendor Permit Fees	$50	
Exhibit Relocation Fee	$500	Temporary relocation of exhibits in City facilities
Contract Reservation Support	Contract Terms	Support from City contract personnel will be charged at current contract rates. (Examples include: parking management, porters, security)

NOTES

[1] Additional staff required for reservations are charged to the applicant at full-cost to the City. Refer to Section 6.0 in Reservation Policy.

[2] Reservation deposits are required in the amount shown above, or an amount equal to 10% of the reservation fees, whichever is greater.

[3] Event Packages: An additional $100/hour per event space will be charged for set-up/tear-down on days preceeding and following an event day.

- An additional $100/hour per event space will be charged for load-in, set-up and load-out on days before and following an event day.
- An additional $100/hour per event space will be charged for hours beyond 10 on an event day.
- Deposit for Event Packages: 15% of reservation fees.

Event Packages	Description	NonProfit Rate	Commercial Rate
Hangar Supreme Package (10 hour)	Hangar 244, plaza and promenade exhibit relocation fee may apply	$7,000	$8,750
Hangar Deluxe Package (10 hour)	Hangar 244, plaza or promenade exhibit relocation fee may apply	$5,600	$7,000
Run/Walk Package (10 hour)	Central Timeline, Hangar Promenade and Choice of Terraced Lawn or Balloon Lawn; and includes 3-hour use of City approved 5K run route	$6,000	$7,500
Palm Court Package (10 hour)	Artist Studio, Palm Court and Lawn exhibit relocation fee may apply	$4,000	$5,000

CITY COUNCIL RESOLUTION NO. 18-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO ADOPT THE COMMUNITY SERVICES DEPARTMENT'S "ORANGE COUNTY GREAT PARK FACILITY RESERVATION POLICY" AND TO SET RESERVATION FEES FOR CERTAIN NON-ATHLETIC FACILITIES FOR THE ORANGE COUNTY GREAT PARK

WHEREAS, the City of Irvine is the owner of real property within the former United States Marine Corps Air Station, El Toro, currently known as the Orange County Great Park (OCGP); and

WHEREAS, state law and provisions of the City of Irvine Charter and Irvine Municipal Code authorize the collection of fees to defray the costs of providing certain City programs and services; and

WHEREAS, the City has policies that govern certain types of fees for OCGP programs, services, activities, and athletic facilities, such as the Community Services Department's "Orange County Great Park Sports Complex Field Allocation and Fee Policy" (adopted October 25, 2016 through City Council Resolution 16-83) and "User Fee Pricing Structures" (adopted on June 11, 2013 through the adoption of City Council Resolution 13-77, as amended October 25, 2016 through City Council Resolution 16-83), but neither of these policies address reservation fees for other kinds of OCGP facilities, such as most non-athletic OCGP facilities; and

WHEREAS, the City Council now desires to establish a policy for reservations of OCGP facilities that are not subject to the above-listed policies, titled the Community Services Department's "Orange County Great Park Reservation Policy," a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference (the "New Policy"); and

WHEREAS, the purpose of the New Policy is to provide an effective framework for the administration of reservation permits that provide equitable and reasonable access to OCGP facilities; and

WHEREAS, with the adoption of the New Policy, and in accordance with that Policy, the City Council desires to adopt reservation fees for certain non-athletic OCGP facilities, as set forth in Exhibit 2 of this Resolution, attached hereto and incorporated herein by this reference ("New Fees"); and

WHEREAS, this Resolution does not change the reservation fees for athletic facilities governed by the "Orange County Great Park Sports Complex Allocation and Fee Policy" (adopted October 25, 2016 through City Council Resolution 16-83); and

ATTACHMENT 3

WHEREAS, on _____, 2018, the Board of Directors for the OCGP considered the New Policy and the New Fees and, by a [___ to ___ / unanimous] vote, recommended the City Council [approved / not approve] the Policy to apply to non-athletic OCGP facilities and [approve/not approve] the New Fees; and

WHEREAS, at its regular meeting on _____, 2018, the City Council considered and provided an opportunity for members of the public to comment on the New Policy and the imposition of the New Fees; and

WHEREAS, the City Council has considered the staff report, staff presentation, the recommendations of the OCGP Board of Directors, and all of the information, evidence, and testimony received at the _____, 2018 City Council meeting; and

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Irvine resolves as follows:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The adoption of this Resolution does not constitute a "project" for purposes of the California Environmental Quality Act, and, therefore, no environmental assessment is required.

SECTION 3. The City Council hereby authorizes, approves, and adopts the Community Services Department's "Orange County Great Park Reservation Policy," attached hereto as Exhibit 1 (the "New Policy"), which generally governs reservation fees for non-athletic facilities at the Orange County Great Park.

SECTION 4. The proposed facility reservation fees for certain non-athletic OCGP facilities set forth in Exhibit 2 ("New Fees") are based on an analysis of the fee structure for existing City facilities with comparable room sizes and amenities, and a regional market analysis for public facility rentals. They are set in accordance with the New Policy (attached as Exhibit 1) to meet the City's cost recovery goals. The proposed facility reservation fees are charges imposed for use of local government property, or the rental of local government property. As such, they are not a "tax" under Propositions 26 or 218. (Cal. Const. art. 13C, § 1(e)(4).)

SECTION 5. The City Council hereby adopts the proposed New Fees in the amounts set forth in Exhibit 2, attached hereto and incorporated herein as if set forth in full.

SECTION 6. The City Council hereby authorizes those ministerial actions and the expenditure of those amounts necessary to implement the New Policy and New Fees for the Orange County Great Park.

SECTION 7. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution is, for any reason, held to be invalid by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have adopted this Resolution, and each section, subdivision, sentence, clause, phrase, or portion of this Resolution irrespective of the fact that one or more provisions may be declared invalid.

SECTION 8. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the ___ day of _____, 2018.

_____
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, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the ___ day of _____, 2018.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
CITY CLERK OF THE CITY OF IRVINE

COMMUNITY SERVICES POLICY

Orange County Great Park Facility Reservation Policy

City Council Resolution Number: _____

City Council Approved: _____ _____

City Council Amended: _____ Director of Community Services

1.0 POLICY STATEMENT

The Community Services Department (Department) is responsible for managing activities, events and reservations for the City of Irvine's Orange County Great Park for the enjoyment of the community. The Orange County Great Park Facility Reservation Policy (Policy) is established to ensure use of the Orange County Great Park (Great Park): 1) aligns with the City's core mission, vision and values; 2) provides equitable and fair access to all users; 3) remains equitably and fairly priced; 4) operates in a fiscally responsible manner; and 5) supports a healthy, safe, vibrant and sustainable community.

2.0 POLICY PURPOSE AND INTENT

The purpose of the Policy is to provide an effective framework for the administration of reservation permits to provide equitable and reasonable access to Great Park facilities. In accordance with the Irvine Municipal Code (IMC) Section 3-4-302, *the appropriate entity shall bear in mind that the public parks are intended for the use and enjoyment of all of the people of the City and uses which will substantially impair the rights of the public in general to use the park in favor of specific individuals or groups should not be permitted.*

The intent of this Policy is to guide the use and reservation of facilities by residents, community organizations, businesses and non-resident users. With the exception of the facilities governed by the Sports Complex Field Allocation and Fee Policy, all indoor and outdoor reservations at the Great Park shall be governed by this Policy.

3.0 POLICY ESTABLISHMENT AND PERMIT FEES

In accordance with IMC Section 3-4-102, *the Community Services Department may from time-to-time establish reasonable rules, procedures, policies or regulations governing the use and enjoyment of any park and open space area, building, structure, equipment, apparatus or appliance thereon in order to maximize the use and enjoyment of parks by the public in addition to those contained in this division, and no person shall disobey or violate the same.*

The Community Services Department shall implement and administer this Policy and the corresponding reservation fees and charges as adopted by the City Council.

Exhibit 1

4.0 RESERVATION PERMIT CATEGORIES

Resident and non-resident reservation requests of private individuals, non-profit organizations, government agencies and commercial entities are defined by the permit categories shown below:

Category	Irvine Permits (R)	Non-Resident Permits (N)
A	▪ Nonprofit Organizations ▪ Schools (K-12 Public/Nonprofit) ▪ Government/Military	▪ Nonprofit Organizations ▪ Schools (K-12 Public/Nonprofit) ▪ Government/Military
B	▪ Private Parties ▪ Public/Nonprofit Universities and Colleges	▪ Private Parties ▪ Public/Nonprofit Universities and Colleges
C	▪ Commercial/For-Profit Entity	▪ Commercial/For-Profit Entity

Note: The categories above are not applicable to event packages.

Nonprofit Organization Permits

Incorporated nonprofit civic, social, cultural and religious organizations. To qualify for resident reservation rates, membership-based organizations shall verify participation equal or greater than 70% Irvine residents. Rosters for membership and participation will be reviewed at the time of application. The applicant shall produce rosters and attendance records at any time upon request of the City of Irvine.

Incorporated nonprofit organizations that do not meet residency requirements may be invoiced at Irvine Permit reservation rates when the organization's primary mission is philanthropic, and service-driven for the Irvine community and its residents.

Private Party Events

Examples of reservation requests for private parties include family reunions, wedding receptions and family picnics. Reservations that require attendees to pay an admission fee, and/or pay for good or services shall be invoiced at Category C reservation rates.

Requests on behalf of an individual fundraising or campaigning for public office in Irvine shall be invoiced at resident rates for Category B. All other requests of political parties and candidates for public office not within the boundary of the City of Irvine shall be invoiced at nonresident rates for Category B.

Commercial and Profit Seeking Permits

Applicants may be categorized as private party, nonprofit organization or a noncommercial entity; however, reservations may be prohibited where the primary use is commercial or profit-seeking in nature, such as charging admission or requiring attendees to pay for goods or services. When approved, reservation requests for these activities shall invoiced at Category C reservation

rates. This does not apply to facility reservations for philanthropic, fundraising purposes typical for the nonprofit organization.

5.0 RESERVATION CALENDAR

Reservations are approved on a first-come, first-served basis and applications may be submitted up to twelve (12) months in advance, but no less than forty (40) days prior to the requested date. City may accommodate requests with less than forty (40) days' notice subject to space availability, staffing and reservation logistics.

Note: Reservation requests for large special events as described in Section 6.0 must be submitted no less than ninety (90) days prior to the requested event date.

6.0 ADDITIONAL PERMIT REQUIREMENTS

As determined by the City, public and private events such as festivals, carnivals, and other gatherings with large numbers of attendees that may present public safety and site logistical concerns due to the size and nature of the event, may require any and all of the following requirements below:

- Special Event Permit from the Public Safety Department
- Additional liability insurance as determined by the City's Risk Manager
- Hold harmless agreement and certificate of worker's compensation
- Security services
- Fees for additional services (i.e. event staff, custodial, parking management, and portable restrooms)
- Additional event plans (i.e. event, marketing, parking, security, crowd-control, ticketing, waste management/recycling)
- List of vendors, including names, addresses, contact information
- Parking of RV's, buses or oversized vehicles may be restricted
- Installation of temporary structures (i.e. bleachers, staging, fencing, tenting)
- Additional requirements and City department approvals as identified by the City

Additional Staff

Reservations may require additional program, facility or maintenance personnel due to the size or nature of the event. This includes staff that are scheduled after regular operating hours for the park, and staff that are scheduled specific for the event/reservation. Full costs associated with the assigned staff will be applied.

7.0 PAYMENTS, DEPOSITS AND INSURANCE

Payments

All facility reservation fees and deposits must be paid prior to permit issuance, and at a minimum thirty (30) days in advance of the activity/event. Payment plans may be available to users in good standing. When payment plans are arranged, applicants must maintain a credit card on file to be charged in the

event of non-payment. Future reservations may be cancelled or denied for users with outstanding balances.

Deposits

Applicants must pay a deposit at the time of application. Deposits will be refunded pending compliance with the Condition of Facility Report. On-going reservations require a standing deposit via a credit card on file, or payment of double the normal event deposit. On-going reservation deposits are not refunded until after the final reservation date.

Any expense incurred by the City to correct facilities and/or equipment not returned to original condition due to the applicant's use will be billed against the applicant's deposit. Any damages to, or defacement of City facilities, equipment and/or park amenities will be deducted from the deposit and/or billed to the applicant at rates equal to cover repair or replacement costs, as determined by the City. The City reserves the right to bill applicant for damages and costs incurred above deposit amount.

Insurance

The City may require applicants to provide liability insurance for an activity/event. Insurance requirements are determined based on the City's risk assessment of the activity/event. Insurance requirements vary by the type of event, facility, and number of anticipated guests; and are subject to change without notice. Insurance requirements must be fulfilled prior to approval of the application, and proof of insurance must be provided thirty (30) calendar days or more prior to the event.

8.0 RESERVATION CANCELLATIONS AND CHANGES

Cancellations

Non-Event reservation cancellations and refunds are processed as follows:

Cancellation Date	Fees Refunded	Deposit Refunded
31 days or more	100%	100%
30 days or less	100%	0%
No Show	0%	0%

Event reservation cancellations and refunds are processed as follows:

Cancellation Date	Fees Refunded	Deposit Refunded
91 days or more	100%	100%
90 days or less	75%	0%
30 days or less	0%	0%

All cancellations are subject to a processing fee for each occurrence.

Failure of the applicant or authorized event contact person to arrive at a scheduled event, and/or failure to provide written cancellation notice shall be considered a No-Show. Applicants with three (3) or more no-shows may lose reservation privileges and remaining reservations may be cancelled for the calendar year.

Reservation Changes
Reservation changes include, but are not limited to: date, time, rooms, number of attendees, and amenities.

Changes are processed in accordance with the following schedule:

Change Date	Processing Fee
31 days or more	One change at no charge; $30 per change thereafter
30 days or less	First change 25% of total deposit; $30 per change thereafter

Day of Event Reservation Changes
Additional fees will be invoiced to the nearest half hour when any member of applicant's party arrives prior to, or departs after the approved reservation time. Fees shall be invoiced at 150 percent of the applicable reservation rate. No refunds or credits will be issued for early departure from an approved reservation permit.

9.0 RESERVATION HOURS (REGULAR AND PRIMETIME HOURS)

The hours shown below are identified as regular hours for reservation of facilities at the Great Park:

Monday - Friday	9 a.m. - 9 p.m.
Saturdays	9 a.m. - 10 p.m.
Sundays	12 noon - 6 p.m.

Great park indoor and outdoor facilities are limited, and in high demand for reservation by the community. The primetime hours below are considered the most sought-after reservation hours. Reservation requests for Great Park rooms and outdoor spaces during these primetime hours are subject to maximum reservations of 12 permits during a calendar year.

Friday	6 p.m. - 9 p.m.
Saturdays	9 a.m. - 10 p.m.
Sundays	12 noon - 6 p.m.

Indoor and outdoor spaces that remain available (unreserved) within three-weeks of a specific date, may be reserved by any applicant. Reservations with this "three-week availability" do not count against the annual limit of 12 reservations.

10.0 FACILITY AND SITE REQUIREMENTS

Reservation permits are required for use of City facilities (except in areas where drop-in use is permitted, such as picnic facilities), and for all gatherings with 50 or more people (IMC Section 3-4-123).

Applicants must be at least 21 years of age, and when applicable the applicant must provide evidence they are authorized to reserve facilities on behalf of an organization. Reservation permits are nontransferable. The applicant or a designated contact person 21 years of age or older must be present for the entire activity/event. The City may allow applicants to designate a limited number of event contact persons to be present in lieu of the applicant.

Applicants are responsible for following all facility rules, regulations and requirements of the reservation permit. Failure to comply may result in the forfeit of up to 100 percent of deposit and fees, and the City reserves the right to reject any future applications.

Unless stated otherwise, reservation periods are in one-hour increments. The date and hours for the permit shall include the entire activity/event, including time for set-up and clean-up after the activity/event.

The City will determine the facilities available for reservation (e.g. dates, days and times), and may limit reservations to ensure balance is provided for scheduled activities, with other community interests for the exhibits, programs and drop-in services.

The City reserves the right to modify, relocate or cancel reservations to accommodate unanticipated community needs, maintenance needs, inclement weather, or unforeseen circumstances. As space is available, accommodations will be provided at an alternate facility or park site. When alternate facilities are not available or are not acceptable to the applicant, an alternate date or refund will be provided.

Reservations may be cancelled due to the misrepresentation or falsification of information, and/or failure to comply with City Policy and procedural requirements. Such cancellations may be subject to forfeit of all fees and deposits paid.

To ensure public safety, the City may access all activities/events in order to confirm rules, regulations and to ensure applicable laws are being followed during the reservation.

Occupancy Levels and ADA Accommodations
To ensure safety of guests, maximum room capacity shall be followed at all times. Room capacity is established by the Orange County Fire Authority and cannot be adjusted to meet the needs of a reservation. Events exceeding maximum room capacity are subject to immediate closure.

Reasonable accommodations are provided in accordance with the Americans with Disabilities Act.

Smoking
Smoking is prohibited at all City facilities, except in designated smoking areas.

Emergency Response
Applicants may be held responsible for all charges related to an police or fire department response associated with the actions and behavior of participants during the reservation.

Drop-In Activities
Unreserved outdoor spaces are available for drop-in use by private parties on a first-come, first-served basis. Reservations have priority over drop-in/walk-on activities. Patrons using facilities for drop-in activities must be present and may not post signs indicating reservation of an area.

Youth-Oriented Reservations
Youth-oriented activities/events requires submission of a guest list, and one (1) chaperone for every ten (10) youth participants. Chaperones must be 25 years or older. Youth-oriented activities/events may also require wrist bands or other identification methods, additional staff person(s), and/or security at the applicant's expense.

Inspections and Condition of Facilities
Reserved facilities must be left in the same condition as received by the applicant. Any damages to, or defacement of, City facilities, equipment and/or park amenities will be deducted from the reservation deposit, and/or invoiced to the applicant to repair or replace the damage as determined by the City. The City reserves the right to bill the applicant for damages occurred above the deposit amount.

Candles, open flames of any kind, tape, nails, staples, etc., are not permitted on walls, ceilings, floors, windows, or furniture of any facility unless approved by the site supervisor during the reservation walk-through. Throwing of rice, confetti, glitter and/or birdseed is not permitted. Fog machines are permitted on cement or ground areas only.

At the time of arrival on the day of the event, the applicant and/or event contact must inspect the premises with staff and sign the Condition of Facility Report. This report consists of a checklist to ensure clarity regarding the arrival time and the initial condition of the facility and reservation space. A post-reservation walk-through will be required to note any changes in the condition of the facility.

Reservation Walk-Through
The applicant and/or event contact person must arrange and attend a reservation walk-through meeting at the reserved site at least thirty (30) days prior to the reserved date. Caterers and special event coordinators should also attend the site meeting. Failure to complete a site meeting may result in event cancellation and forfeiture of fees and deposits.

Additional Permits and Licenses
Applicants are responsible for obtaining all required permits and licenses required by the City or other regulatory agencies including, but not limited to: Special Event Permit, Business License, Alcohol and Beverage Control (ABC) Permit, Orange County Health Department Temporary Food Facility (TFF) Inspection Permit, Orange County Fire Authority Permit, Film Permit, Vendor Permit and Bounce House Permit.

Loading/Unloading Supplies and Deliveries
Use of motorized vehicles on park grounds for loading and unloading of supplies requires prior approval of the site supervisor. Community Services staff is not authorized to sign for deliveries. Deliveries to the Great Park must be received during approved reservation times and the applicant or a representative must be present to accept deliveries.

Mobile Food Trucks
Mobile Food Trucks are only permitted via the special event permit process. Vehicle insurance, with specified limits, and food service permits are required as outlined in the terms of the reservation permit.

Advertising
For any event that will be advertised to the public, a copy of the advertisement is required with the following disclaimer printed on the flyer or electronic communication: This event is a private reservation and is not endorsed or sponsored by the City of Irvine. A copy of flyer and/or electronic communication must be submitted for approval. Images and use of the City and the Orange County Great Park logo, and the use of the Great Park Balloon and its image is restricted and requires advance written approval by the City's Public Information Office.

Installation of Temporary Structures, Displays and Exhibitions
Public parks are intended for the use and enjoyment of City residents. Installation of temporary structures, displays and exhibitions that may substantially impair the rights of the public in general to use the park in favor of specific individuals or groups will not be permitted. Temporary structures, displays or exhibitions may be approved via the special event permitting process.

Vendors
Individuals or businesses displaying or selling items, or providing a service (including bounce houses, mobile food trucks, and caterers) must have a reservation permit or be under an applicant who has a reservation permit.

Vendor must be licensed to conduct business activity in Irvine and must provide proof of a current City Business License or apply for one (valid for one year). Contact Regulatory Affairs at 949-724- 6310 for information regarding securing a Business License. The event applicant is responsible for submitting proof of Business License(s) to the on-site meeting contact or designee at time of the pre-event walk-through. Due to the nature of the service or items being displayed or sold, proof of liability insurance and Orange County Health Department TFF inspection permits may be required.

Public Address and Amplified Sound Systems

Use of public address and amplified sound systems may be permitted in designated locations in accordance with the terms of the reservation permit. Requests for public address systems is approved during the application process (IMC Section 3-4- 125).

Bounce Houses

Use of bounce house requires a reservation of an area within the park, and bounce houses are only permitted in specific locations of the park. Use of more than one bounce house or use of a bounce with an indoor reservation may be approved on a case-by-case basis and may require an additional reservation of an adjacent outdoor area. The City maintains a list of approved bounce house vendors, and bounce houses must be rented from these approved vendors. Bounce houses with water elements, personal bounce inflatables, dunk tanks and water slides are prohibited. Bounce houses may not impede other City-permitted activities or use of the park by other members public.

Animals and Mechanical Trains and Rides

Pony rides and mechanical trains and rides are not permitted in City parks. Petting zoos may be permitted with approval of the site supervisor, additional fees and an Animal Services Permit. Applicants must also provide an approved safety, supervision and clean-up plan prior to reservation approval. Additional insurance may be required at the applicant's expense and is due at the time of application.

11.0 COMMERCIAL FILMING AND PHOTOGRAPHY

Commercial filming/photography at a City facility requires application for facility reservation permit. The Open Space Preserve requires a permit for commercial filming/photography, or high-impact non-commercial filming/photography. Applicants must also submit a City Film Permit, which can be obtained from the Irvine Police Department. A detailed description of the activity, type of filming (still or video) and script copy are required. The City may request screen credit be given.

A professional photographer hired to film during a private party reservation (e.g. wedding, family reunion) is not required to obtain a film permit. The photographer is required to have a City of Irvine business license and provide proof of insurance. The filming/photography location must be returned to its original

condition immediately after conclusion of the filming. All reasonable safety precautions must be observed.

Cancellation of a filming/photography event could occur at the discretion of the Community Services Department if the schedules and restrictions specified in the approved Filming Permit are violated. Specific regulations, policies, and procedures may vary by facility.

12.0 ALCOHOL

For events where alcohol is served, applicants must provide the following and pay associated fees:

- Liquor liability insurance
- City of Irvine Alcohol Use Permit
- Licensed bartender or serving attendant who has completed "Special Event Server Training" and is at least 21 years of age
- Security services

For events where alcohol is sold or donations are accepted; and/or admission is by fee or donation, all applicants must provide the items listed above and the following:

- Alcohol Beverage Control License
- Other requirements as prescribed under related City procedures

For events where a nominal amount of alcohol is used for strictly ceremonial purposes only, exceptions to some or all of the alcohol requirements may be granted via approval of an Alcohol Waiver application.

13.0 SECURITY

The City may require security guards and/or personnel of the Irvine Police Department at events held at City facilities. Depending on the number of youth attendees, presence of alcohol and/or size attendance of an indoor/outdoor event, security service may be required. Security fees are subject to current City security contract rates. Applicants may not provide their own security guards.

14.0 CUSTODIAL SERVICES

All facility clean-up must be accomplished by the permit end time or additional charges may be assessed. Custodial services (porters) are available and may be required based on the size and nature of event. Custodial services are charged an hourly rate and subject to the current City contract rate. Porters are scheduled for a minimum of four (4) hours.

15.0 ADDITIONAL CITY POLICIES AND AGREEMENTS

This Policy may be subject to other City Council approved policies and agreements that establish separate user reservation relationships and arrangements for specific programs and/or entities.

ORANGE COUNTY GREAT PARK RESERVATION FEES

ROOM OR AREA			HOURLY FEES BY CATEGORY					
	Square Feet	Deposit	A		B		C	
Indoor Reservations			IRVINE	NON-RESIDENT	IRVINE	NON-RESIDENT	IRVINE	NON-RESIDENT
Artist Studio Conference Room	313	$100	$38	$60	$45	$60	$68	$75
Visitors Center Conference Room	330	$100	$50	$80	$60	$80	$90	$100
Artist Studio	3,900	$200	$125	$200	$150	$200	$225	$250
Hangar 244 (6 hour minimum)	6,240	$400	$175	$280	$210	$280	$315	$350
Outdoor Reservations								
Outdoor Locations (hourly fees charged per area) - Terraced Lawn - Palm Court - Reflecting Pond and Pier - Festival Lot		$200	$175	$280	$210	$280	$315	$350

Additional Fees	Fee	Notes
Non-Refundable Processing Fee	$30	
Vendor Permit Fees	$50	
Exhibit Relocation Fee	$500	Temporary relocation of exhibits in City facilities
Contract Reservation Support	Contract Terms	Support from City contract personnel will be charged at current contract rates. (Examples include: parking management, porters, security)

NOTES

[1] Additional staff required for reservations are charged to the applicant at full-cost to the City. Refer to Section 6.0 in Reservation Policy.

[2] Reservation deposits are required in the amount shown above, or an amount equal to 10% of the reservation fees, whichever is greater.

[3] Event Packages: An additional $100/hour per event space will be charged for set-up/tear-down on days preceeding and following an event day.

- An additional $100/hour per event space will be charged for load-in, set-up and load-out on days before and following an event day.
- An additional $100/hour per event space will be charged for hours beyond 10 on an event day.
- Deposit for Event Packages: 15% of reservation fees.

Event Packages	Description	NonProfit Rate	Commercial Rate
Hangar Supreme Package (10 hour)	Hangar 244, plaza and promenade exhibit relocation fee may apply	$7,000	$8,750
Hangar Deluxe Package (10 hour)	Hangar 244, plaza or promenade exhibit relocation fee may apply	$5,600	$7,000
Run/Walk Package (10 hour)	Central Timeline, Hangar Promenade and Choice of Terraced Lawn or Balloon Lawn; and includes 3-hour use of City approved 5K run route	$6,000	$7,500
Palm Court Package (10 hour)	Artist Studio, Palm Court and Lawn exhibit relocation fee may apply	$4,000	$5,000

2.3

REQUEST FOR BOARD ACTION

MEETING DATE: APRIL 24, 2018

TITLE: PROFESSIONAL SERVICES AGREEMENT AND CONSTRUCTION CONTRACT CHANGE ORDER FOR BOSQUE AVENUE EXTENSION

Director of Public Works

City Manager

RECOMMENDED ACTION

1. Recommend that the City Council approve the refined roadway "knuckle" alignment for the extension of Bosque Avenue.

2. Recommend that the City Council authorize the Mayor to execute a new Professional Services Agreement with Proactive Engineering Consultants increasing the design services fee for the Orange County Great Park Western Sector Roadways Capital Improvement Project by $175,000 for the Bosque Avenue Extension for a new total not-to-exceed design service fee amount of $1,161,416.

3. Recommend that the City Council authorize the Manager of Engineering to negotiate and execute a construction contract change order for the Orange County Great Park Western Sector Roadways Capital Improvement Project, in the amount not-to-exceed $475,000, with Sukut Construction, LLC, to construct the extension of Bosque Avenue.

EXECUTIVE SUMMARY

On December 11, 2017, the City Council approved the construction plans for the Orange County Great Park Western Sector Roadways capital improvement and directed staff to return to the City Council with a new alignment for Bosque Avenue. The proposed refined "knuckle" roadway alignment (Attachment 2) is supported by the City's Transportation Commission and is presented for Orange County Great Park Board of Directors consideration.

To facilitate the implementation of the refined "knuckle" roadway alignment, staff proposes augmenting the existing professional services contract with Proactive Engineering Consultants by $175,000 for the preparation of engineering plans and issuing a construction contract change order for an amount not-to-exceed $475,000 to Sukut Construction, LLC, for construction of the improvements. Incorporating this proposed new work into the existing engineering and construction contracts will allow the City to complete the improvement with minimal impact to the current project improvement schedule.

City Financial Policy (Attachment 3) requires that any contract exceeding $1 million be approved by the City Council. The City's existing professional services agreement with Proactive Engineering Consultants for this project totals $986,416. The recommended increase of $175,000, if approved, will increase the total contract value to $1,161,416. Therefore, a recommended new agreement (Attachment 4) is presented for Board consideration.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

On April 17, 2018, Transportation Commission voted 4-0-1 (Commissioners Greenberg, O'Malley, Casey and Moody voting in favor; Commissioner Montgomery absent) to recommend that the City Council approve the refined roadway "knuckle" alignment for the extension of Bosque Avenue and authorize staff to execute a construction contract change order to facilitate its construction as part of the Orange County Great Park Western Sector Roadways, Capital Improvement Projects 311613, 311616 and 361612.

ANALYSIS

On December 11, 2017, the City Council approved the construction plans for the Orange County Great Park Western Sector Roadways capital improvement and authorized staff to advertise the project for competitive bids and award a construction contract to the lowest responsible and responsive bidder. The construction contract was awarded on March 13, 2018 to the lowest responsive and responsible bidder, Sukut Construction, LLC, (Sukut) in the amount of $7,253,859 and construction activities are underway.

The City Council also directed staff to present a proposed alignment for the extension of Bosque Avenue to the Transportation Commission and return to the City Council with a new alignment for Bosque Avenue replacing the previously proposed cul-del-sac with a roadway segment providing a continuous connection through the Western Sector area of the Great Park. The Transportation Commission considered this matter on February 20 and on April 17 and recommended the proposed refined roadway "knuckle" alignment for the Bosque Avenue extension (Attachment 2).

To facilitate the implementation of the refined roadway "knuckle" alignment, staff proposes using the City's existing professional services agreement with Proactive Engineering Consultants (Proactive) for the preparation of engineering plans necessary to construct the improvements. Proactive is the engineer of record for the project and prepared the original plans for the Orange County Great Park Western Sector Roadways project now underway. Proactive's existing design services fee for the construction plans is $986,416. The proposed additional services will increase the total professional consultant fee by $175,000 for a new total fee of $1,161,416. In accordance with City Financial Policy and the City Fiscal Transparency and Reform Act, a new professional services agreement (Attachment 4) with Proactive is presented for Orange County Great Park Board of Directors consideration. Procative's professional services proposal for the additional work in the amount of $175,000 is included as Attachment 5.

To facilitate the construction of the Bosque extension and to avoid potential delays to the existing construction contract, staff proposes to issue a construction contract change order to Sukut for construction of the proposed "knuckle" street improvements. The Orange County Great Park Western Sector Roadways construction project was advertised and competitively bid in accordance with the City's purchasing and bidding procedures and Sukut was awarded the construction contract as the lowest responsive and responsible bidder. Staff recommends negotiating a construction contract change order with Sukut, based on its existing bid prices, to construct the Bosque Avenue extension. The proposed change order will include the installation of previously planned sewer, domestic and recycled water lines within the revised alignment of the proposed roadway. Based on the existing Sukut bid prices, staff estimates the cost for the proposed construction change order to be approximately $475,000. Construction will be phased to maintain access to the Western Sector throughout construction.

ALTERNATIVES CONSIDERED

The Board can recommend that the City Council direct staff to conduct a new separate RFP process and competitive bidding for the proposed new roadway improvements. This alternative is not recommended because the time needed to conduct a separate procurement process will impact the completion schedule for the existing project. In addition, the proposed pricing with the existing contracts is competitive and consistent with industry standards for this type of work.

FINANCIAL IMPACT

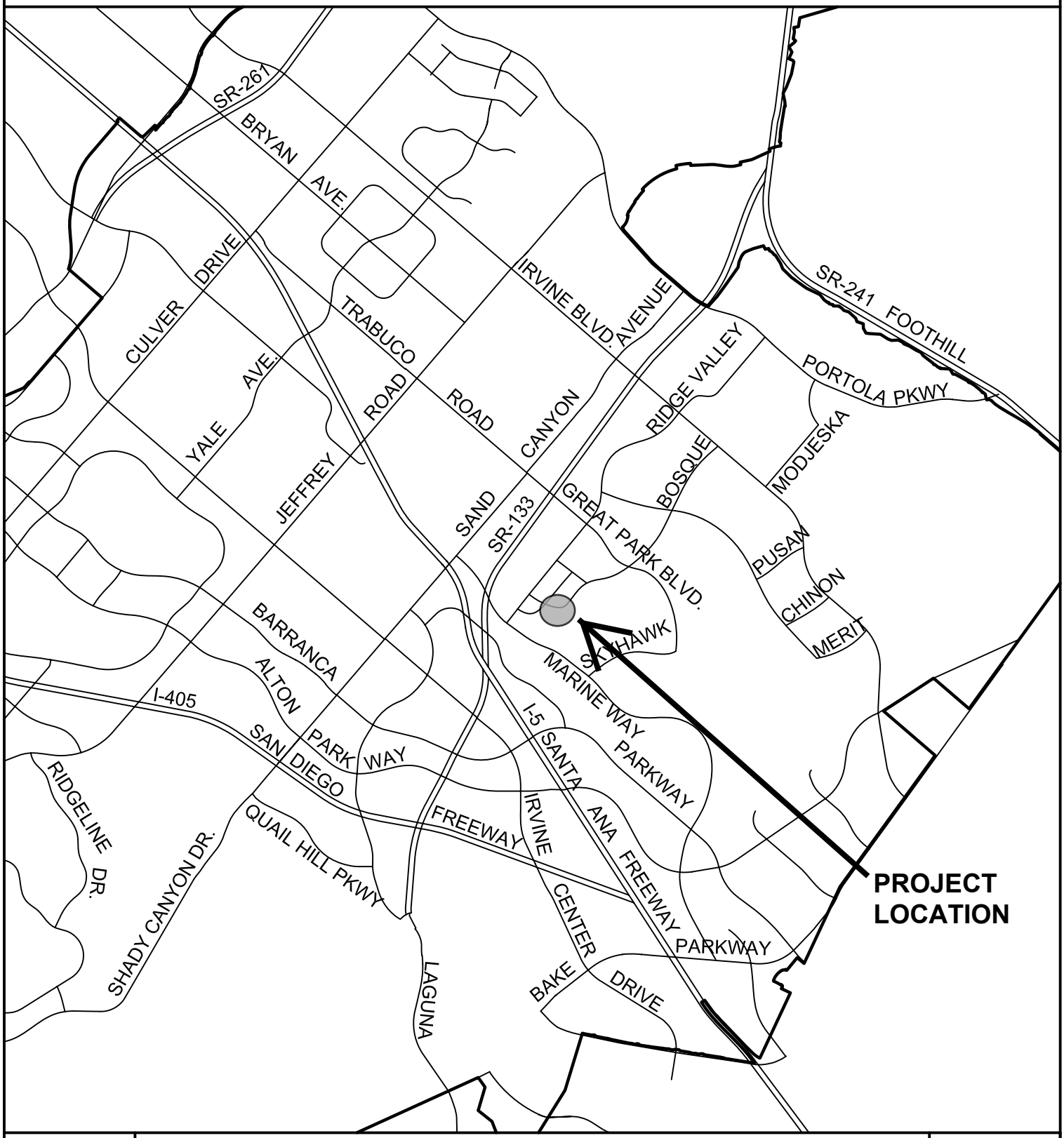
No new funding is needed to implement the recommend actions. Funding for the additional design services in the amount of $175,000 and for the proposed construction contract change order in the amount not-to-exceed $475,000 is available in the City Council approved project budget for the Orange County Great Park Western Sector Roadways, CIP 311613, 311616 and 361612 from Park In-Lieu funds. This CIP project has an available fund balance because expenditures for final design and the competitive bids received for construction were both under the approved budget amount. If approved by the Board, the new total consultant services fee with Proactive will be increased from $986,416 to $1,161,416. The new total construction contract with Sukut will be increased from $7,253,859 to $7,728,859.

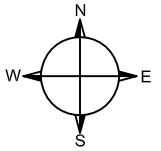
REPORT PREPARED BY: Thomas Perez, CIP Administrator

ATTACHMENTS

1. Vicinity Map
2. Bosque Avenue Refined "Knuckle" Alignment
3. Professional Services Financial Policy
4. Agreement for Professional Services, Proactive Engineering Consultants
5. Proactive Consultant Services Proposal, dated April 11, 2018

BOSQUE AVENUE EXTENSION

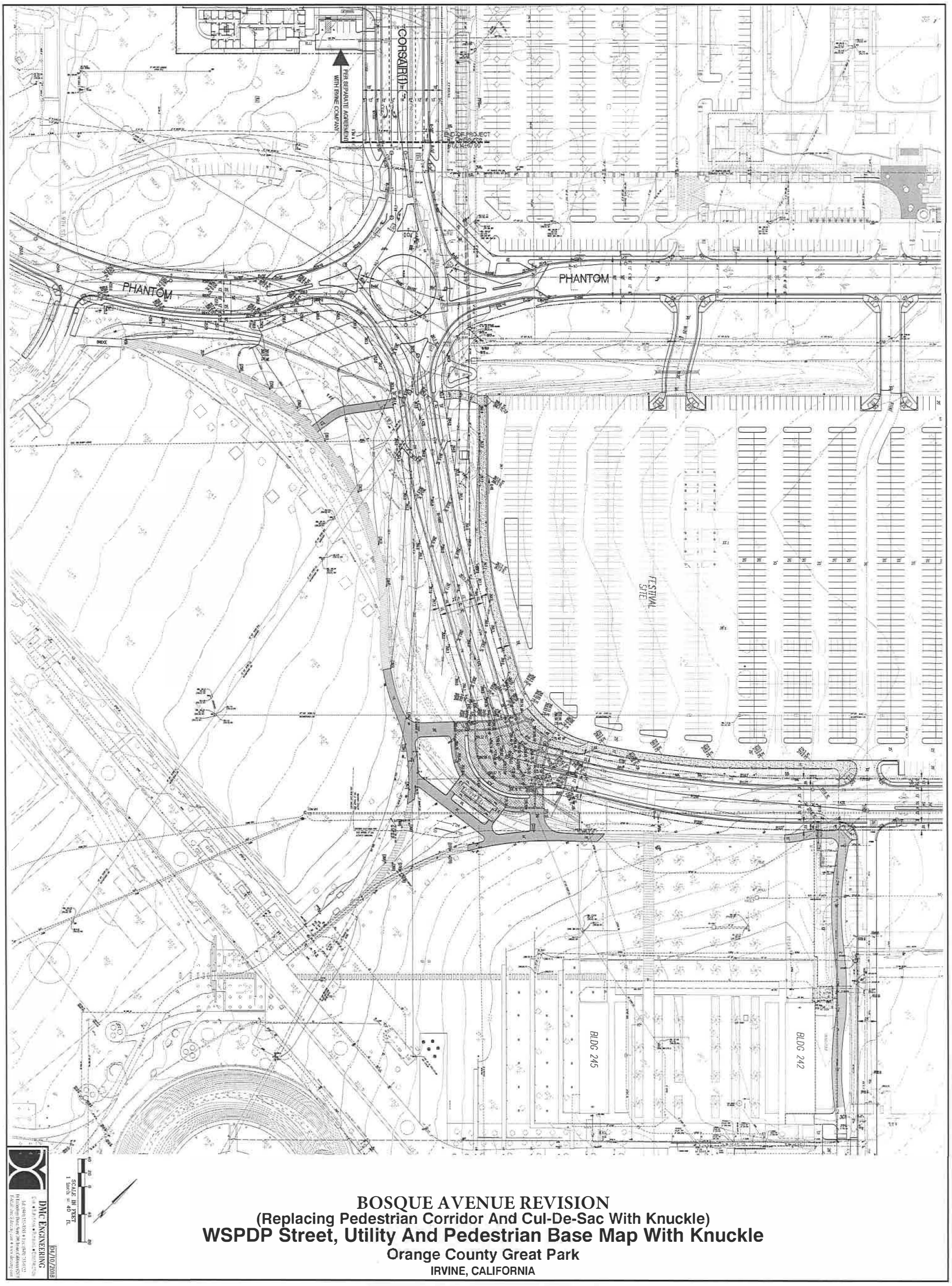




VICINITY MAP

ATTACHMENT 1

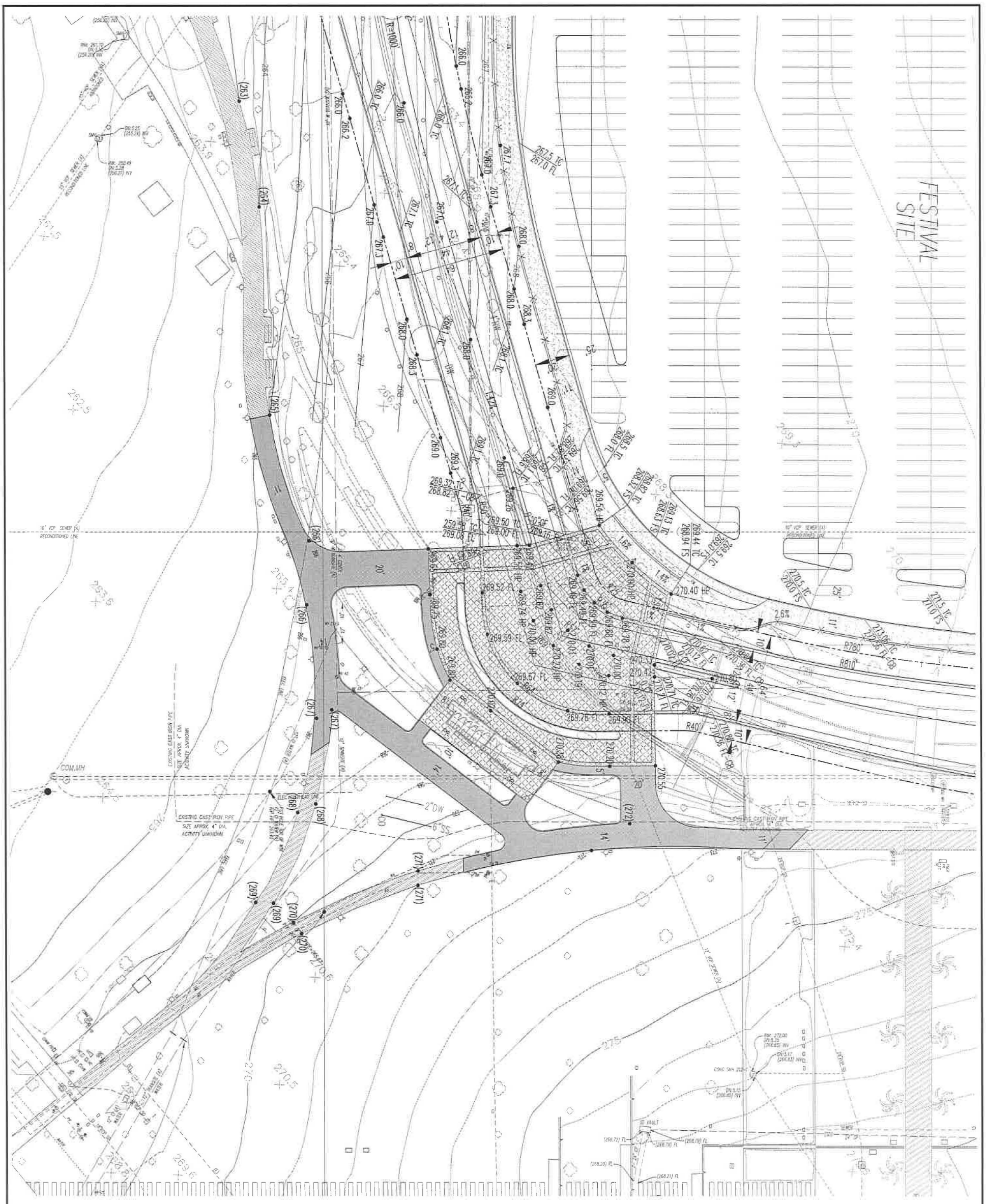
J:\JOBS\1153\dwg\Exhibits\Ut\WSPDP_Sht Miscellaneous\1153_Corsair(2) Street Revision.dwg 36x48_scale 40 4/10/2018 8:30:44 AM



BOSQUE AVENUE REVISION
(Replacing Pedestrian Corridor And Cul-De-Sac With Knuckle)
WSPDP Street, Utility And Pedestrian Base Map With Knuckle
Orange County Great Park
IRVINE, CALIFORNIA

ATTACHMENT 2

J:\JOBS\1153\dwg\Exhibits\37-WSPDP_088 Miscellaneous\1153_Corbair(2) Street Revision.dwg, 42x30_scale 20, 4/10/2018 8:34:28 AM



DMC ENGINEERING
CIVIL • SURVEYING • PLANNING • CONSTRUCTION
Tel: (949) 753-0303 • Fax: (949) 753-0322
18 Technology Drive, Suite 100 Irvine, California 92618
E-Mail: dmc@dmceng.com • www.dmceng.com

04/10/2018

SCALE IN FEET
1 inch = 20 ft.

20 10 0 20 40

BOSQUE AVENUE REVISION
(Replacing Pedestrian Corridor And Cul-De-Sac With Knuckle)
WSPDP Street, Utility And Pedestrian Base Map With Knuckle
Orange County Great Park
IRVINE, CALIFORNIA

The annual budget for each Special Fund shall be prepared in conjunction with the General Fund budget and shall be submitted to the City Council for adoption prior to the beginning of the fiscal year. Special Funds budgetary and accounting procedures will conform to GAAP.

Activities of the Special Funds shall be reported to the Finance Commission and City Council on a regular basis consistent with General Fund reporting responsibilities. To show true cost of services, revenues and expenditures will be budgeted and accounted for directly in the appropriate fund. Costs for services provided between funds will be budgeted as an expense in the fund receiving the services and as revenue to the fund providing the services.

Contract Budgeting

Approval to enter into contracts for the purchase of services is accomplished through the City's fiscal year budget approval process, except for those contracts exceeding $1 million, which require Finance Commission review (or Great Park Board review for Great Park contracts), and City Council approval. City staff members enter into the budget system specific line item detail describing the nature of the contract services requested and the dollar value (including those exceeding $1 million). These budgetary line items should align with specific contract requirements or types of services, even though there may be more than one individual contractor for the particular service, versus total program funding requirements.

In addition to the City's general requirements set forth above, the City Council retains the authority to specifically identify any contract during the fiscal year budget process for further review and approval prior to contract award regardless of contract value.

The annual pre-approval process eliminates the need to obtain individual Council approval for each contract throughout the fiscal year if no greater than $1 million in value. Once the annual budget is approved, each contract service line item is assigned a unique number referred to as the "Job Ledger Key," or "J/L Key." This J/L Key number is required when entering Purchase Requisitions into the financial system for contract services. In the event the J/L Key limit has reached its limit, the system will block the Purchase Requisition entry.

From time to time, unanticipated circumstances may arise during the fiscal year that requires the City to enter into a contractual agreement for services not identified in the adopted budget. This includes new contract requirements, as well as contract amendments for additional scope of work and/or costs when the additional scope and/or costs are not consistent with items in the approved adopted budget.

When the scope of work and/or increased costs are inconsistent with the adopted budget, approval for the additional services must be obtained according to the following guidelines:

Amount Exceeding Adopted Budget

Great Park Contracts	Approval required
Any amount	Great Park Board Review and City Council Approval

ATTACHMENT 3

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (the "Agreement") is made and entered into as of , 2018, by and between the CITY OF IRVINE, a municipal corporation ("City"), and PROACTIVE ENGINEERING CONSULTANTS, 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: Professional Consulting Services for the design of the Bosque Avenue Extension as part of the City's Consultant Team Program (reference RFP 16-1011). Contractor is included on the City of Irvine Consultant Team list.

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on May 1, 2018 ("Commencement Date") and shall continue through May 31, 2019 (or later to allow for completion of the project).

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf: Thomas Perez, CIP Administrator, email: tperez@cityofirvine.org
D.2. The Contractor designates the following person to act on Contractor's behalf: Tom E. Braun, email: tombraun@proactiveengineering.net

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: Director of Public Works

By: _____

Its: City Manager

By: _____
Donald P. Wagner

Its: Mayor of the City of Irvine

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

_____
Jeffrey Melching

PROACTIVE ENGINEERING CONSULTANTS, INC.

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

Contractor Information
Address for Notices and Payments:

200 S. Main St, Suite 300
Corona, CA 92882

Attn: Tom E. Braun
Telephone: 951-280-3302
Email:
tombraun@proactiveengineering.net

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. **The insurance**

and certificates submittal requirements shall apply only in the event one or more projects are awarded to the Contractor under this master Agreement.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as set forth below. **The City reserves the right to require increased insurance limits for certain high-value and/or high-risk projects relating to engineering and/or architectural design.**

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, 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 3.13.

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 Unemployment 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 issuance of a purchase order for services to be performed hereunder 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) **Contractor Office Location.** Contractor must have a full-time service office in Southern California, preferably in Orange County, during the entire duration of this Agreement, including a physical address and applicable business license(s), where key staff such as project managers are located to ensure availability for meetings at City facilities as requested within a reasonable timeframe during normal business hours.

3) **Use of Subcontractors.** Contractor must perform the majority of the primary work set forth in the scope of services for the specialty area(s) for which the Contractor has been approved as set forth herein with its own workforce (versus using subcontractors). The City may 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. Contactor shall disclose in the project proposal any and all proposed subcontractor(s), including details regarding which tasks they would perform.

4) **PART II, GENERAL PROVISIONS, Section 2.1.1, Section D. Professional Liability Insurance, is modified for Design Professionals only.**
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. **Business Entities performing those professional services as set forth in California Civil Code 2782.8, as excerpted below, shall retain their 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 modified as follows:**

The following modified Indemnification section 2.2 applies **only to Design Professional as set forth in California Civil Code 2782.8, excerpted below.**

"Design Professionals" include all of the following:

(A) An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

(B) An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

(C) An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and

a business entity offering professional engineering services in accordance with that chapter.

(D) An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

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 Indemnitee 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 Indemnitee.

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.

6) PREVAILING WAGE REQUIREMENTS

The City is subject to prevailing wage laws which apply to those professional services providers and their subconsultants for whom the Department of Industrial Relations has established a wage determination, including but not limited to Field Soils Materials Testers; Operating Engineers; Surveyors; and Building/Construction and Specialty Inspectors. The following requirements apply to these firms:

Prevailing wage requirements apply to public works projects including maintenance and repair work with a value exceeding $1,000.00.

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 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 it, 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 96**, 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 when the project is for construction, alteration, demolition, installation, or repair work with a value exceeding $25,000.00 must first be registered and pay an annual fee with the DIR. Additionally, all contractors and subcontractors who plan to bid on public works projects involving maintenance work with a value exceeding $15,000.00 must first be registered and pay an annual fee with the DIR. The City requires all contractors and subcontractors to be registered with the DIR prior to submitting a bid meeting these parameters. These requirements shall apply prior to submitting a proposal for a specific City project, rather than when submitting a proposal for inclusion on the Consultant Team Program list. 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, the City will not award a contract to and no contractor or subcontractor will be allowed to work on a City public works project meeting these parameters 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.

PART IV

SCOPE OF SERVICES

Services shall be performed as set forth below and in accordance with Contractor's Proposal dated April 11, 2018 and response to the RFP for Street and Utility Improvements for C Street, 8th Street and G Street Within the Western Sector of Great Park, CIP 311613, 311616, 361612 and 381702 dated October 10, 2016, and the Change Order dated April 5, 2018, ATTACHMENT I

Design plan revisions to remove the utility corridor and the Bosque cul-de-sac, and replace it with a full street extension (total length approximately 1,350'), including the following tasks:

1. **Develop Concept/Geometrics**
    a. Calc in proposed street geometrics based on City sketch
    b. Provide to City for feedback/review
    c. Make requested edits/revisions

2. **Roadway Plan (We will blend the new plans into the existing H&A plans as Delta 1)**
    a. Prepare plan and profile
    b. Identify all deleted sheets/work in current plan set
    c. Process revision thru City

3. **Roundabout Plan**
    a. Modify connection to roundabout.
    b. Design geometrics of new leg and porkchop curbs
    c. Revise roundabout plan/profile
    d. Have Urban Crossroads Traffic Engineers review Knuckle design
    e. Process revision thru City

4. **Street Light Plan**
    a. Prepare street light plan exhibit for City review
    b. Following approval of exhibit, add street lights to plan/profile
    c. Coordinate with Morrow Management to revised street light plan and joint trench plan
    d. Process revision thru City

5. **Hydrology**
    a. Since proposed alignment impacts the existing drainage ditch, the project will now need to accommodate the water flowing from the Palm Court area
    b. Research existing hydrology for Palm Court area
    c. Develop concept to handle flows from Palm Court/impacted ditch. This could involve pipes/culverts/ditches
    d. Calculate hydrology for concept
    e. Prepare exhibit
    f. Revise existing report
    g. Process revision thru City

6. **Hydraulics**
    a. Based on drainage concept, prepare hydraulic calcs for system of pipes, catch basins, culverts, and ditches
    b. Prepare exhibits as needed
    c. Revise existing report
    d. Process revision thru City

7. **Storm Drain Plan**
    a. Prepare storm drain plan and profile design for new layout
    b. Process revision thru City

8. **Storm Drain Details**
    a. Prepare details for new layout
    b. Prepare unique details for culverts
    c. Process revision thru City

9. **Water Plan**
    a. Work out revised water concept with IRWD
    b. Prepare plan and profile
    c. Process revision thru IRWD

10. **Reclaimed Water Plan**
    a. Work out revised reclaimed water concept with IRWD
    b. Prepare plan and profile
    c. Process revision thru IRWD

11. **Sewer Plan**
    a. Work out revised sewer concept with IRWD
    b. Prepare plan and profile
    c. Process revision thru IRWD

12. **Sign and Stripe Plan**
    a. Prepare sign/strip plan exhibit for City review
    b. Following approval of exhibit, revise sign/stripe plans
    c. Process revision thru City

13. **Demo Plan**
    a. Design demo plan for revised alignment
    b. Process revision thru City

14. **Contour Grading Plan**
    a. Coord with landscape architect and City for desired concept grading/bike path impacts
    b. Design contour grading sheets
    c. Process revision thru City

15. **Composite Utility Plan**
    a. Revise composite utility plan to reflect revised utility alignments
    b. Process revision thru City

16. **Cost Estimate**
    a. Prepare cost estimate for new proposed facilities
    b. Prepare cost estimate for facilities from prior design (utility corridor) that will be eliminated.
    c. Assist client in preparing a contractor change order

17. **Specifications**
    a. Prepare specs for new proposed facilities
    b. Revise specs for facilities from prior design (utility corridor) that will be eliminated.
    c. Process revised specs thru City

18. **Water Quality Coord**
    a. Coord with City water quality designer for the Great Park area
    b. Provide info/coord as needed

19. **Coordination/Meetings**
    a. Attend meetings with City as requested
    b. Coord with City and various consultants as needed

20. **Offsite Improvements**
    a. Prepare plans based on City concepts
    b. Obtain necessary permits and approvals

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 $1,151,416**, 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: __Professional Consulting Services___

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:	Proactive Engineering Consultants, Inc.
Signature:	
Title:	
Address:	200 S. Main St, Suite 300, Corona, CA 92882

This page was intentional left blank.

ATTACHMENT I

PROACTIVE
ENGINEERING CONSULTANTS
a different kind of company

April 11, 2018

Thomas Perez, PE, CIP Administrator
City of Irvine – Project Management
Capital Projects Division
6427 Oak Canyon
Irvine, CA 92618

RE: Proposal for Bosque Knuckle Plan Revision Professional Engineering Services for Street and Utility Improvements for the Western Sector of Great Park (CIP 311613, 311616, 361612, 381702) for the City of Irvine's Capital Projects Division

Dear Mr. Perez:

To accomplish the plan revisions to remove the utility corridor and the Bosque cul-de-sac, and replace it with a full street and a knuckle (total length approximately 1,350'), the following work effort is anticipated:

1. **Develop Concept/Geometrics**
   a. Calc in proposed street geometrics based on City sketch
   b. Provide to City for feedback/review
   c. Make requested edits/revisions

   Value of services: $7,500 (55 hrs)

2. **Roadway Plan (We will blend the new plans into the existing H&A plans as Delta 1)**
   a. Prepare plan and profile
   b. Identify all deleted sheets/work in current plan set
   c. Process revision thru City

   Value of services: $9,000 (75 hrs)

3. **Roundabout Plan**
   a. Modify connection to roundabout (it is currently simply a driveway depression).
   b. Design geometrics of new leg and porkchop curbs
   c. Revise roundabout plan/profile
   d. Have Urban Crossroads Traffic Engineers review Knuckle design
   e. Process revision thru City

   Value of services: $7,500 (50 hrs)

200 South Main Street, Suite 300
Corona CA 92882
T: 951/280-3300
F:951/280-0279

www.proactiveengineering.net

4. **Street Light Plan**
    a. Prepare street light plan exhibit for City review
    b. Following approval of exhibit, add street lights to plan/profile
    c. Coordinate with Morrow Management to revised street light plan and joint trench plan
    d. Process revision thru City

Value of services: $3,000 (20 hrs)

5. **Hydrology**
    a. Since proposed alignment impacts the existing drainage ditch, the project will now need to accommodate the water flowing from the Palm Court area
    b. Research existing hydrology for Palm Court area
    c. Develop concept to handle flows from Palm Court/impacted ditch. This could involve pipes/culverts/ditches
    d. Calculate hydrology for concept
    e. Prepare exhibit
    f. Revise existing report
    g. Process revision thru City

Value of services: $9,500 (60 hrs)

6. **Hydraulics**
    a. Based on drainage concept, prepare hydraulic calcs for system of pipes, catch basins, culverts, and ditches
    b. Prepare exhibits as needed
    c. Revise existing report
    d. Process revision thru City

Value of services: $5,500 (36 hrs)

7. **Storm Drain Plan**
    a. Prepare storm drain plan and profile design for new layout
    b. Process revision thru City

Value of services: $12,000 (80 hrs)

8. **Storm Drain Details**
    a. Prepare details for new layout
    b. Prepare unique details for culverts/ped bridges
    c. Process revision thru City

Value of services: $8,000 (55 hrs)

9. **Water Plan**
    a. Work out revised water concept with IRWD
    b. Prepare plan and profile
    c. Process revision thru IRWD

    Value of services: $7,000 (50 hrs)

10. **Reclaimed Water Plan**
    a. Work out revised reclaimed water concept with IRWD
    b. Prepare plan and profile
    c. Process revision thru IRWD

    Value of services: $6,000 (45 hrs)

11. **Sewer Plan**
    a. Work out revised sewer concept with IRWD
    b. Prepare plan and profile
    c. Process revision thru IRWD

    Value of services: $7,000 (50 hrs)

12. **Sign and Stripe Plan**
    a. Prepare sign/strip plan exhibit for City review
    b. Following approval of exhibit, revise sign/stripe plans
    c. Process revision thru City

    Value of services: $2,000 (16 hrs)

13. **Demo Plan**
    a. Design demo plan for revised alignment
    b. Process revision thru City

    Value of services: $5,500 (40 hrs)

14. **Contour Grading Plan**
    a. Coord with landscape architect and City for desired concept grading/bike path impacts
    b. Design contour grading sheets
    c. Process revision thru City

    Value of services: $6,000 (45 hrs)

200 South Main Street, Suite 300
Corona CA 92882
T: 951/280-3300
F:951/280-0279

www.proactiveengineering.net

15. **Composite Utility Plan**
    a. Revise composite utility plan to reflect revised utility alignments
    b. Process revision thru City

Value of services: $2,000 (16 hrs)

16. **Cost Estimate**
    a. Prepare cost estimate for new proposed facilities
    b. Prepare cost estimate for facilities from prior design (cul and utility corridor) that will be eliminated.
    c. Assist client in preparing a contractor change order

Value of services: $9,500 (70 hrs)

17. **Specifications**
    a. Prepare specs for new proposed facilities
    b. Revise specs for facilities from prior design (cul and utility corridor) that will be eliminated.
    c. Process revised specs thru City

Value of services: $6,000 (40 hrs)

18. **Water Quality Coord**
    a. Coord with City water quality designer for the Great Park area
    b. Provide info/coord as needed

Value of services: $2,000 (12 hrs)

19. **Dry Utility Revisions (Morrow)**
    a. Modify Bosque Street due to base file changes and design of knuckle
    b. Revise private street light power design ($2800 budget)

Value of services: $10,000 (110 hrs)

20. **Coordination/Meetings**
    a. Attend meetings with City as requested
    b. Coord with City and various consultants as needed

Value of services: $5,000 (32 hrs)

21. **Offsite Improvements**
    a. Prepare plans based on City concepts
    b. Obtain necessary permits and approvals

Value of services: $45,000 (300 hrs)

PROACTIVE
ENGINEERING CONSULTANTS

a different kind of company

Items not anticipated or included:

- SWPPP
- Right of way/easements (assumed provided by DMC or others)

The total Value of Services: $175,000

Thank you again for the opportunity to be of service.

Sincerely,

PROACTIVE ENGINEERING

Thomas E. Braun, PE
Principal

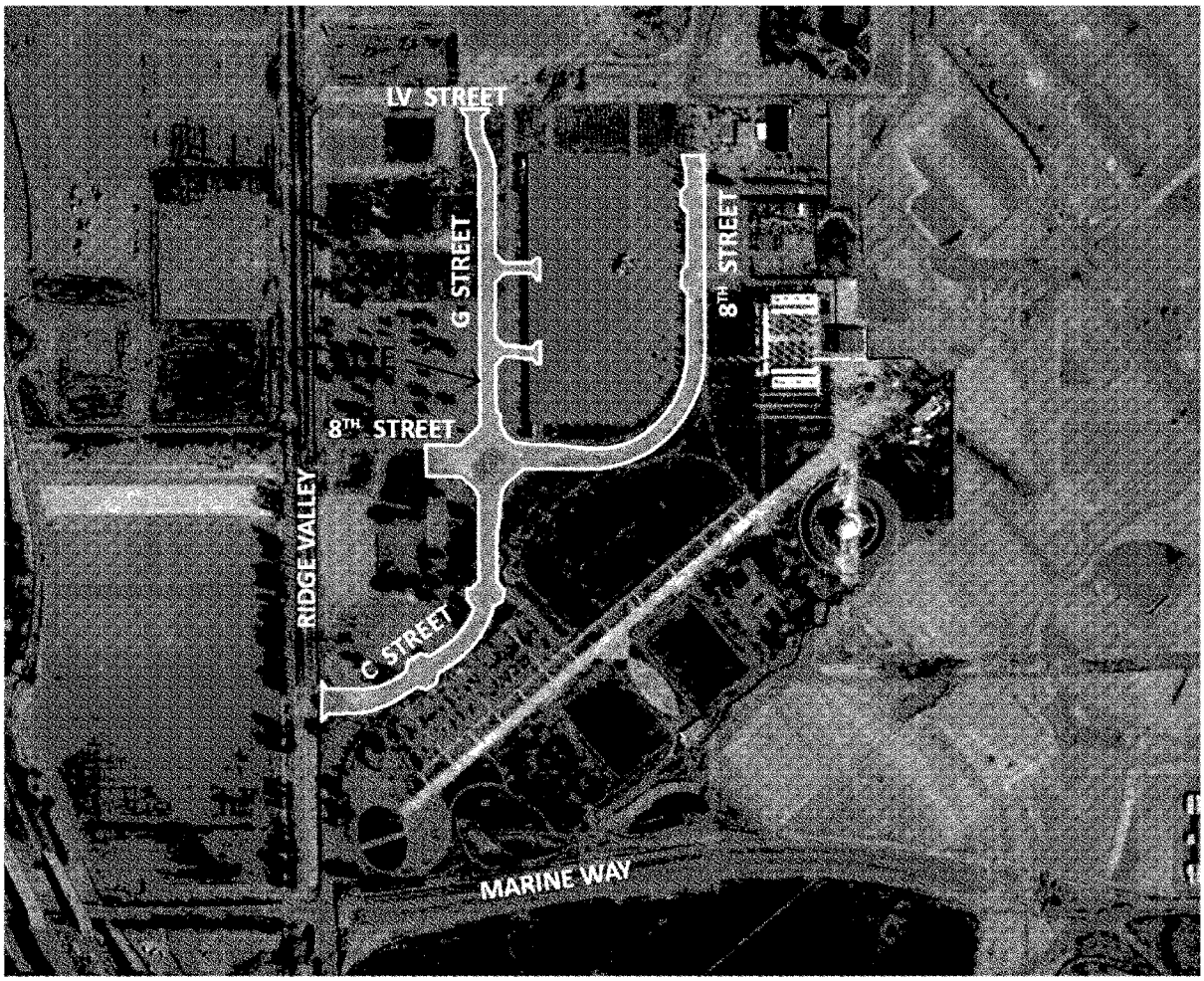
200 South Main Street, Suite 300
Corona CA 92882
T: 951/280-3300
F:951/280-0279

www.proactiveengineering.net

PROACTIVE
ENGINEERING CONSULTANTS

CITY OF IRVINE
PROPOSAL
PROFESSIONAL ENGINEERING SERVICES
FOR
STREET AND UTILITY IMPROVEMENTS FOR "C" STREET, 8TH STREET, AND "G" STREET WITHIN THE WESTERN SECTOR OF GREAT PARK

CIP 311613, 311616, 361612, AND 381702



PREPARED BY:

PROACTIVE ENGINEERING CONSULTANTS

Proactive Engineering Consultants (PEC)
200 South Main Street, Suite 300
Corona, CA 92882
T: 951.280.3302
Conatct: Tom E. Braun, MS, PE

HUNSAKER & ASSOCIATES IRVINE, INC.
3 Hughes
Irvine, CA 92618
T: 949.583.1010
Contact: Kamal Karam, EVP

OCTOBER 10, 2016

PROACTIVE
ENGINEERING CONSULTANTS

a different kind of company

October 10, 2016

Thomas Perez, PE, CIP Administrator
City of Irvine – Project Management
Capital Projects Division
6427 Oak Canyon
Irvine, CA 92618

RE: Proposal for Professional Engineering Services for Street and Utility Improvements for C Street, 8th Street, and G Street Within the Western Sector of Great Park (CIP 311613, 311616, 361612, 381702) for the City of Irvine's Capital Projects Division; Addendum No. 1 Dated 9/28/16; City Responses to Questions dated 9/28/16 and 10/3/16

Dear Mr. Perez:

Thank you for the opportunity to present this proposal to support the City of Irvine with professional consulting services. To effectively accomplish the City's goal of designing and constructing the desired improvements within the Western Sector of Great Park to its ultimate configuration, an experienced, creative and innovative project team is needed to develop cost effective, aesthetic, and environmentally sensitive solutions to project challenges.

Several key constraints for the proposed improvements have been identified:

- **Value** Engineering/potential refinements of existing preliminary roadway geometrics.
- Existing underground water monitoring/conveyance system along the east side of Ridge Valley. Need extensive **Navy coordination** for project construction permitting.
- Provide well **planned future** street connections to adjacent West Sector roads
- Maintain critical **existing utility services** for sewer, water, storm drain, and dry utilities
- Keep **access open** to the Duck's rink area at all times.
- **Relocation** of existing conflicting portions of underground SCE 12KV power crossing 8th Street
- Likely **abandonment** of existing 12" CI reclaimed water line north of 8th.
- Proper functioning for **water quality**, especially for the proposed low flow pipe tie into pond 6
- **Coordination** with Five Point Communities for their adjacent Heritage Field uses
- Planning of the trail, walk, and landscape layouts to properly tie into **future adjacent extensions**
- Abandonment and relocation of critical IRWD facilities. Keep existing ones operational, and proper planning for **stubs for future connections**

The PROACTIVE/HUNSAKER team is uniquely qualified to accomplish the City's goals and effectively deal with these challenging project constraints.

Key elements that the PROACTIVE/HUNSAKER team uniquely provides in our project approach are:

1. **Specific Site Knowledge**: Each team member has worked on numerous projects in the City of Irvine so all are well versed on City critical elements of concern and current design guidelines standards. Proactive (IN8) Consultants, Hunsaker & Associates Irvine, Inc., Clark & Green, ECS, TJW, ENGEO, and Morrow Management have all worked on streets immediately adjacent to this project including Ridge Valley and Marine Way. This highly experienced team understands what infrastructure is currently in the ground.

200 South Main Street, Suite 300
Corona CA 92882
T: 951/280-3300
F:951/280-0279

www.proactiveengineering.net

2. **PROACTIVE Project Approach** – This team places major emphasis on the initial project planning. Experienced/senior team members provide major input at the beginning of the project. Meeting with key stakeholders from the City, Navy, IRWD, Duck's rink ownership, Five Point Communities, etc. up front to understand their unique concerns allows for the project to quickly and efficiently move from planning to full production. Time, frustration, and design cost/effort is saved.

3. **QA/QC** – Kamal Karam, EVP (H&A) and David Frattone, PE (H&A), with over 75 years of combined civil engineering design and steering experience covering all facets of civil engineering disciplines and public works/infrastructure projects will provide overall project management and Quality Assurance and Quality Control for the West Sector Roadways project.

4. **Project Management/Administration** – Tom Braun, with support from Kamal Karam, Dave Frattone, and John Leanard, will provide Project Management and Team leadership. They each bring a minimum of 25 years' experience as engineers for public and private projects. Mr. Braun recently served as the Prime Team leader for several large public projects. The leadership team's experience gives them unique qualifications to provide crucial and timely input to help ensure that the City's goals are achieved. Continuous project management will ensure a complete plan set, and thorough improvement construction specifications documents will limit construction change orders.

These elements show that the PROACTIVE team has carefully considered the elements required to achieve the City's goals in an **efficient, comprehensive, quality, and cost effective** manner.

The PROACTIVE team is made up of the following members:

- **PROACTIVE Engineering** Consultants – Prime Consultant, Civil Engineering (Utilities) Precise Grading for Trails/Landscape, Specifications, Team Management
- **Hunsaker and Associates** Irvine, Inc. – Civil Engineering (Roadways), Drainage, Mapping/Survey, Project Manager and QA/QC
- **Clark & Green** – Landscape/Irrigation
- **Environmental Compliance Solutions** (ECS) - Navy Liaison/Coord for monitoring wells
- **Morrow Management** – Dry Utility Coordination, Street Lighting
- **TJW Engineering** – Traffic Engineering
- **ENGEO** Geotechnical – Geotechnical Engineering

Our team has completed extensive study of the project site, the RFP, and all team members have worked on projects either in or for the City of Irvine including some immediately adjacent to the project area. Our team is comfortable with the schedule for an NTP on 11/14/16, 80% work product to be complete by 3/6/17, with final plans approved by 5/15/17.

Thank you again for the opportunity to be of service.

Sincerely,

PROACTIVE ENGINEERING

Thomas E. Braun, PE
Principal

HUNSAKER & ASSOCIATES IRVINE, INC.

Kamal Karam
Executive Vice President, Principal

200 South Main Street, Suite 300
Corona CA 92882
T: 951/280-3300
F:951/280-0279

www.proactiveengineering.net

Table of Contents

I. PROPOSAL STATEMENT

II. PROJECT UNDERSTANDING AND CREATIVITY

III. SCOPE OF SERVICES, INCLUDING APPROACH AND METHODOLOGY

IV. PROJECT SCHEDULE

V. PROJECT COST AND CONTRACTUAL CONSIDERATION

VI. ADDENDUM SECTION

VII. PROJECT PERSONNEL AND EXPERIENCE

VIII. CONFLICT OF INTEREST AND INSURANCE INFORMATION

IX. SAMPLE OF CONSULTANT'S WORK FOR SIMILAR PROJECTS

X. APPENDICES

Proactive Engineering Consultants (including former IN8 Specialists) – Prime Consultant, Civil Engineering (Utilities), PG for Trails/Landscape, Specifications, Team Management

Hunsaker and Associates – Civil Engineering (Roadways), Drainage, Mapping/Survey, Project Manager and QA/QC

Clark & Green – Landscape / Irrigation

Environmental Compliance Solutions (ECS) – Navy Liaison and Coordination for monitoring wells

Morrow Management – Dry Utility Coordination, Street Lighting

TJW Engineering – Traffic Engineering

ENGEO Geotechnical – Geotechnical Engineering

I. PROPOSAL STATEMENT

RFP – Professional Engineering Design Services

Street and Utility Improvements for C Street, 8th Street and G Street within the Western Sector of Great Park, CIP 311613, 311616, 361612 and 381702

Consultant Proposal Statement

Consultant acknowledges that the Proposal is signed by an official authorized to bind the firm and that he/she is aware of the services, schedules, and products described and required by this proposal. Consultant agrees to provide these services and products according to the project schedule in Section 4 and on a time and materials fee contract basis, not to exceed individual task items and total consultant fee listed in the cost summary in Section 5. If the engineer's construction estimate is exceeded by 10 percent (10%) or more by a responsible low bidder, the Consultant will be required to re-design the project to meet the construction estimate amount at no additional expense to the City. Financial reimbursement to the City will be required for design errors caused solely by the Consultant or its sub-consultants. This Proposal shall be valid for ninety (90) days.

Consultant: PROACTIVE ENGINEERING CONSULTANTS

By:_____ _____
Thomas E. Braun, MS, PE

Date: October 10, 2016

II. PROJECT UNDERSTANDING AND CREATIVITY

UNDERSTANDING OF THE PROJECT:

The City is requesting professional engineering services for the preparation of infrastructure plans, including, demolition plan for the proposed roadway construction, street improvement plan and profile, earthwork grading plans , construction details, traffic striping , traffic control plans if necessary, utility plan and profile for water, sewer, recycled water and storm drain as well as associated fire hydrants, manholes, and structures, landscaping/planting/irrigation plan, street lighting plans, CCTV Camera Plans for the propose roundabout, construction phasing plans, specifications and construction cost estimate (PS&E) for construction of the following:

- C Street from Ridge Valley to 8th Street/G Street roundabout, approximately 1,250 LF
- 8th Street from a join point to the G Street/C Street roundabout, approximately 120 LF
- Roundabout at 8th Street/G Street and C Street.
- 8th Street from the 8th Street/G Street/C Street roundabout to a join point approximately 200 LF south of the LV Street roundabout, approximately 1,500 LF
- G Street from the 8th Street/G Street/C Street roundabout to LV Street, approximately 1,200 LF and the two driveways from the Festival site parking lot
- CCTV Camera Plan at the C Street/8th Street/G Street Roundabout per City Standard 104
- Landscaping and hardscape along easterly side of Ridge Valley from 8th Street to Marine Way.
- Landscaping along northerly side of Marine Way from Ridge Valley to approximately 2,000 LF
- Low flow storm drain adjacent to Ridge Valley from 8th Street to City Pond 6.

The City desires to provide backbone infrastructure so the surrounding area can be developed for various future uses. Key components of this area are already planned or in place such as the Duck's rink, fire station, and the parking lot. Several constraints that need to be considered as part of this project include (see Issues Summary Exhibit on following page for a graphic representation):

- Extraction wells along the east side of Ridge Valley. Need extensive Navy coordination for grading, access, and project construction permitting.
- Provide well planned street connections to future west sector roads
- Maintain critical existing utility services for sewer, water, storm drain, and dry utilities
- Keep access open to the Duck's rink and City Park facilities areas at all times.
- Relocation of conflicting portions of existing underground SCE 12KV crossing 8th Street
- Likely abandonment of existing 12" CI Reclaimed water line north of 8th.
- Proper functioning for water quality treatment area, especially for the proposed low flow pipe tie into pond 6. Existing reflection ponds may not operating efficiently.
- Coordination with Five Point Communities for their adjacent uses
- Abandonment and replacement of critical IRWD facilities. Keep existing ones operational, and proper planning for stubs for future connections. Coordination with IRWD for SAMP.

"LV" STREET

PROJECT LIMITS

COORDINATION WITH EXISTING STREET IMPROVEMENT PLANS . HUNSAKER AND ASSOC - CIVIL ENGINEER. JOIN EXISTING IMPROVEMENTS

COORDINATION WITH GREAT PARK NEIGHBORHOODS JOIN EXISTING LV STREET

COORDINATION WITH GREAT PARK NEIGHBORHOODS JOIN LV STREET

PROJECT LIMITS

PROTECT EXISTING BERM / SWALE

FUTURE ICE & SPORTS COMPLEX

"G" STREET

COORDINATE DRIVE TIES INTO EXISTING PARKING LOT.

8th STREET

COORDINATION WITH CIVIL SOURCE / TIC ON APPROVED IMPROVEMENT PLANS ADJACENT TO FIRE STATION.

COORDINATE S.C.E. 12 KV POWER RELOCATION.

8th STREET

COORDINATION WITH CITY / OCGP ON EXISTING WESTERN SECTOR / NORTH LAWN IMPROVEMENTS. CONTINUAL ACCESS TO EXISTING PARK FACILITIES.

PROJECT LIMITS

FUTURE FIRE STATION #20

COORDINATION WITH CIVIL SOURCE / TIC ON APPROVED FIRE STATION PLANS.

"C" STREET

RIDGE VALLEY

PROPOSED UTILITIES TO BE COORDINATED WITH 688 AC. DEVELOPMENT

PROJECT LIMITS

COORDINATION WITH CITY / OCGP ON EXISTING WESTERN SECTOR / NORTH LAWN IMPROVEMENTS

COORDINATION WITH EXISTING STREET IMPROVEMENT PLANS. HUNSAKER AND ASSOC-CIVIL ENGINEER.

TIE IN AND COORDINATION WITH CITY WATER QUALITY TREATMENT FACILITY.

COORDINATION AND PERMITTING (WIEA) WITH DEPARMENT OF NAVY (GROUND WATER CONVEYANCE SYSTEM).

MARINE WAY

N.T.S.

PROACTIVE ENGINEERING CONSULTANTS

200 South Main Street, Corona, CA 92882 Suite 300

ISSUES AND CONSTRAINTS EXHIBIT WESTERN SECTOR OF THE GREAT PARK

VALUE ENGINEERING/PROJECT PLANNING:

If planned correctly, this project will provide the backbone foundation for this future core area to be constructed with maximum efficiency (i.e. avoiding relocating utility stubs, and changes to street connections, etc). A consulting team that is PROACTIVE, creative, and knowledgeable will think through the key issues and provide for economical development of the adjacent areas. This will be accomplished, in part, by **Value Engineering,** with extra emphasis on the early stages of the project**:**

A. Initial efforts will focus on a detailed review of the preliminary roadway geometrics prepared by DMC. These will be studied through the knowledge "lens" that each team member brings of this specific development area. The DMC alignments include some sub-standard radii and design speeds. These design exception areas will be re-examined to work toward a best reasonable outcome for the final layouts.
B. Meet with Key stakeholders, including: Various City Departments, Navy, IRWD, Duck's rink, Five Point Communities, etc to understand their concerns
C. Put effort into proper planning of the future roads, utility stubs, trail, walk, and landscape layouts to properly tie into future adjacent extensions. This will save the City scarce funding by minimizing construction removals and replacement.
D. Initiate and develop a strong line of communication with City staff. If communication occurs early and often the project critical issues will be quickly resolved by the combined City/Consulting Team.
E. Grading and access constraints around the Navy extraction wells and facilities. Vertical change is normally limited to one foot.

GENERAL APPROACH

The key element in our Team's approach to Civil Engineering Design is summed up in our name: PROACTIVE. The best way to effectively and efficiently address a project or a challenge is to put significant and key person input into the early stages of a project. PROACTIVE has found that by putting extra effort into the beginning of a project, the client and all stakeholders are much happier with the final product. Several key steps we have found that provide the most ideal solution for a client are as follows:

1. Carefully **Listen** to the City of Irvine manager to ensure that we **clearly** understand City issues, and areas of concern. Make sure we have an in-depth understanding of the problem. Work with all **City affected stakeholders**: management, Public Works, Parks, Maintenance, etc. We have found maintenance personnel often provide key insight into problems and offer effective ideas for solutions.
2. **Clarify City goals**: Cost, aesthetics, timing, political, or community related. What are long-term maintenance and liability issues?

3. **Challenge base assumptions**. We do this in a collaborative way as part of the team. We ask "Why?" rather than just blindly accepting a statement. Sometimes a fresh set of eyes notices a possible solution that someone very familiar with a project has overlooked.
4. Extensive **due-diligence** from senior level people: Experience allows us to do the right things, at the right time.
5. Prepare a concept design. **Eliminate surprises** by discovering and bringing out significant issues in the early project stages.
6. Develop preliminary estimate of **costs** to ensure the project is within the City's budget.
7. **Collaborate with client** to approve and/or refine the concept. **Quickly funnel** to most efficient solutions. We know the failure paths, so we avoid wasteful, excessive studies, but focus on the high –leverage activities. We don't confuse effort with results. Clients want efficient solutions in short time frames with reasonable costs.
8. Develop **key issues list**: Environmental, right of way, utility relocation, stakeholder input, etc with defined action plan for each.
9. **Value engineering**: This is on-going in our design sequence. Our experience allows us to constantly challenge our design course and adjust with client's concurrence as necessary.
10. Prepare final engineering drawings
11. Keep on **schedule**: Getting to efficient solutions quickly compresses the overall design time. Also with the PROACTIVE approach to key issues, critical path items are put in motion early on so they don't drag the schedule.
12. Regular communication with City staff about issues helps ensure that the initial submittal will be thorough and clean. Since City is involved in key decisions, there will be no surprises at submittal reviews.
13. Write technical provisions and specifications in a manner that will minimize **contractor change orders.**
14. Provide **regular status reports**. Stakeholders are kept informed thru regular communication. This allows for smoother flow for neighbor issues, ROW definition, utility relocations, etc. **Momentum** is built and maintained through the quick documentation and response of the team. Momentum is key to progress.
15. Provide continuous **QA/QC**

TEAM MANAGMENT:

The consultant team will be led by **Tom Braun**, (Principal in Charge) who has successfully managed numerous roadway improvement projects and has worked closely with many city and public agency staff to find mutually agreeable solutions to projects. Tom clearly understands the basic elements of a successful project: good planning, persistent management, and quality work. Tom's experience and team oriented personality will help the team work together with the City and other agency staff to reach the mutual goal of project success. He will be the **point of contact** with the City and will be responsible for developing a management plan to organize, monitor, and conduct the execution of the project.

Given the magnitude of the work, and tight schedule, the team has elected to split the civil components of work effort:

1. **Hunsaker** will be responsible for roadway geometrics, improvements, survey, mapping, and all drainage. Hunsaker efforts will be led by **Kamal Karam** as Principal in Charge, **Vojta Safranek** as PM, and **Dave Frattone** as QA/QC. With all roadway and drainage being with the Hunsaker team, this will minimize potential coordination challenges.
2. **PROACTIVE** will be responsible for sewer, water, and reclaimed water. PROACTIVE efforts will be led by **Tom Braun** as Principal in Charge, **Jeff Langdon** as PM, and **John Leonard** as QA/QC.

The key element in the management of the project will be to assign knowledgeable and experienced staff who will dedicate their efforts to advancing the design in an efficient and timely manner. This can be accomplished by assigning the right staff and managing the work using a comprehensive project work plan and schedule. With this in mind, Proactive/Hunsaker have assembled a project team who can fulfill all of these goals. The core Proactive/Hunsaker team will be comprised of experienced individuals who will be dedicated to the assignment from start to finish participating in all aspects of the work.

Each team member was carefully chosen based on their professionalism, experience with the City of Irvine, knowledge of the Great Park Western Sector, and quality of work produced. The team members have worked together on teams for numerous projects in the past so they are already familiar with each other's communication styles. The following protocol will be implemented and followed to ensure effective team management on this project:

- Detailed understanding of each team member as to their **roles** and **responsibilities**.
- PROACTIVE Engineering will act as prime team leaders and will hold all team members **accountable**.
- Weekly collaboration meetings for the project team that will include specific **action** items:
  - Follow up on previous action items.
  - Detailed description of new action items.
  - Firm or person responsible for item.
  - Specific due date for resolution of the item.
- **Frequent communication** between team members on areas of mutual interest. These interactions and coordination are crucial to ensure that project effort and schedule are not wasted on areas that impact other disciplines. Specific examples include:
  - Geotech (pavement) with Civil.
  - Environmental with Civil (for Navy crossings and wells).
  - Survey with Civil (for boundary/topo)
  - Potholing (if needed) with Civil.
  - All with Project Manager

SCHEDULE CONTROL:

Proactive Engineering will prepare a detailed project schedule listing that describes all of the work tasks necessary to complete the project. A Master Project Schedule will be prepared showing the relationship between tasks and the expected start date and duration for each item. This schedule will serve as the guide to conducting and completing the work.

QA/QC PLAN:

A comprehensive quality control plan will be developed specifically for this project. The quality control plan will emphasize the need to clearly define requirements and design standards for the design efforts, and the need to independently check all work before it is issued to the City or other reviewing agencies. The PM will oversee the quality control program and will audit the activities to see that all checks are done properly.

III. SCOPE OF SERVICES

BASE SCOPE OF SERVICES:

The City RFP, addendum #1 dated 9/28/16, Response to Questions dated 9/28/16, and Response to Questions dated 10/3/16 spell out the desired City Scope of Services. The key task items are as follows:

1. Base Date Review, Create Master CAD File: No exceptions to the City Scope of Services.
2. Surveying/Existing Conditions Documentation: No exceptions to the City Scope of Services.
3. Pot Holing: No exceptions to the City Scope of Services.
4. Value Engineering (VE): No exceptions to the City Scope of Services.
    a. Initial efforts will focus on a detailed review of the preliminary roadway geometrics prepared by DMC. These will be studied through the knowledge "lens" that each team member brings of this specific development area.
    b. Meet with Key stakeholders, including: The City, Navy, IRWD, Duck's rink, Five Point Communities, etc) to understand their concerns
    c. Planning of the future roads, utility stubs, trail, walk, and landscape layouts to properly tie into future adjacent extensions. This will save the City scarce funding by minimizing construction removals and replacement.
5. Permits: No exceptions to the City Scope of Services.
6. Plans: No exceptions to the City Scope of Services.
7. Hydrology and Hydraulic Studies and Report: No exceptions to the City Scope of Services.
8. Materials Data Report: No exceptions to the City Scope of Services.
9. Special Provision, Quantities, Critical Path Method (CPM) Schedule and Cost Estimates: No exceptions to the City Scope of Services.
10. Environmental and Water Quality Compliance: No exceptions to the City Scope of Services.
11. Right-of-Way Engineering (ROW) and Legal Descriptions: No exceptions to the City Scope of Services.
12. Utilities Substructure Identification/Research and Coordination: No exceptions to the City Scope of Services.
13. Construction File: No exceptions to the City Scope of Services.
14. Project Management and Meetings: No exceptions to the City Scope of Services.
15. Construction Engineering Support (Post Award): No exceptions to the City Scope of Services.

ADDITIONS TO CITY SCOPE OF SERVICES:

Several additions to the base scope of services have been recommended. These are outlined in "Section VI. Addendum Section".

UNIQUE APPROACH/PROPOSED TECHNIQUES:

To effectively and efficiently execute the desired scope of services, the Consultant Team will utilize the following unique elements:

- Proactively get **key stakeholder involvement** at the project inception. This avoids rework, time delays, frustration, and saves overall project cost.
- **Meet** with key stakeholders including various **City departments** (Pubic Works, Engineering, Maintenance, Parks, etc), Navy, IRWD, Duck's, Five Point Communities, etc
- Prepare **summary memo**/report outlining the desires and concerns from the various key stakeholders. This will allow the final design effort to proceed quickly and efficiently.
- **Unique Knowledge Base**: Each of the consulting team members has personal experience both in Irvine and on and around this project area. That knowledge of issues, constraints, and contacts will smooth the design process. First submittal to the City should already reflect that significant issues have been worked out, thought out, and resolved. There should be no surprises to the City at this level.
- **Bid Experience**: Both PROACTIVE and Hunsaker bring significant public project bid experience. Having a history of writing careful and tight specifications helps avoid misunderstandings with the contractor. Careful attention especially to the **bid item measurement and payment clauses** has resulted in smooth communications with the contractor and minimizes construction change orders.
- Collaboration with DMC and the City in their preparation of the **parcel map**. Detailed coordination with the parcel map preparer will help ensure accurate ROW delineation for the City.
- **QA/QC**: This is not just "a part" of what the team does. It is **embraced and encouraged** throughout the design phase.
- Address the following as part of the Team's work effort:
  a. Extraction wells along the east side of Ridge Valley. Need extensive Navy coordination for grading and access.
  b. Provide planning for street connections to future adjacent roads
  c. Maintain critical existing utility services for sewer, water, storm drain, and dry utilities
  d. Keep access open to the Duck's rink area at all times as detailed in RFP.
  e. Possible undergrounding of existing 12KV crossing 8th Street
  f. Likely abandonment of existing 12" CI Reclaimed water line north of 8th.
  g. Proper functioning for water quality treatment area, especially for the proposed low flow pipe tie into pond 6
  h. Coordination with Five Point Communities for their adjacent uses
  i. Abandonment and replacement of critical IRWD facilities. Keep existing ones operational, and proper planning for stubs for future connections

SCOPE EXECUTION:

The City has prepared a very detailed RFP. What remains is for the project team to **execute**. The following actions will allow **effective execution** to occur:

- Effective work effort by the team is not measured by volume of activity, but through proactive project planning so that work effort is **efficient** and **precise**.
- **Frequent communication** and team meetings with the City at project inception to clarify directives and issues as they arise during preliminary research and VE studies.
- **Early coordination** for alignment studies (VE) and section alternates that provide for the ultimate development, but consider minimizing construction costs.
- **Accurate evaluation** of existing improvements and estimated construction costs to determine if the project can be completed for the City's budget allowance.
- **Early determination** of adjacent project ownerships affected so property owners can be communicated with in a timely manner, if needed.
- **Early communication** for affected stakeholders and opportunities for them to communicate their concerns/desires.
- **Regular collaboration** meetings for the project team that will include specific action items.
- **QA/QC** involvement and review at key project decision points by Team QA/QC Specialists.

PROGRESS REPORTS:

Project Managers will provide weekly (or more frequent if needs dictate) progress reports during the duration of the project. Each Progress Report would address established milestones and summarizes work progress to date. The report would also address critical issues and potential problems that may delay achieving the project milestones, and would provide recommendations on how to avert such problems. Also, with each progress report, Project Managers would submit an updated schedule reflecting any planned work or changes.

Progress reports will be formatted similar to the City provided template (Exhibit I – Weekly Status Report). The key to successful utilization of this management tool is **clear** delineation of **responsibility** for **action** items, along with a completion date. **Follow up** weekly on critical action items will ensure team member **accountability**, and provide for **successful closure** of project issues.

QUALITY ASSURANCE/QUALITY CONTROL:

QA/QC will be a **crucial** element to the success of this project. The PROACTIVE/HUNSAKER Engineering team is uniquely qualified to excel in this task. The team leaders have **extensive experience** on public projects in QA/QC on numerous **similar projects for the City,** and in southern California. The team leaders (Kamal Karam, Dave Frattone, John Leonard, and Jeff Langdon worked in a similar capacity for the Marine Way, and Ridge Valley, road projects recently completed in the city.

Mr. Frattone, PE (pre-1982 survey) will provide Lead Quality Control/Quality Assurance and support the Proactive/Hunsaker design team for the City of Irvine project. Mr. Frattone is highly qualified to perform

the required QA/QC responsibilities associated with the West Sector Great Park roadways. Mr. Frattone has over 45 years of extensive experience designing all types of major civil engineering projects including highways, flood control channels, storm drain, grading, related infrastructure design and construction bidding documents.

Mr. Frattone was the principal in charge for the recent City of Irvine $17 million Spectrum 5 AD 87-8 roadways extension/San Diego Creek Crossing project. The Proactive team Quality Assurance/Quality Control program will feature the following:

- Provide independent in-house checking, correction, and back checking for all study and preliminary plans.
- Provide independent in-house checking and verification of all calculations and plan detailing.
- Establish appropriate means to avoid conflicts and misalignments between both new and existing improvements, particularly where several drawings show difference elements of work in the same area.
- Route pertinent project related QA/QC correspondence and redline comments/ memoranda to affected design team personnel and bind in appropriate project files.
- Incorporate procedure where each design/study task deliverable is certified to the project manager as being reviewed and checked in accordance with Hunsaker QA/QC procedures.

The Proactive team Quality Assurance/Quality Control program will be implemented throughout the project's duration to ensure reports, preliminary refinement, studies, estimates, construction improvement plans and other documents presented to City of Irvine are complete, accurate, independently cross-checked, conforming to all appropriate standards, and proofread to meet currently accepted professional engineering practices.

Mr. Frattone, will complete the **independent** review of alignment studies, alternative design options, the report of project issues, and plans and reports prepared by the various team members for:

- Roadway
- Survey
- Utility Coordination
- Mapping
- Drainage
- Environmental
- R/W Definition
- Geotechnical Engineering
- Cost Estimates
- Specifications

Mr. Frattone will be involved at the project kick-off stage and initial site walk to help identify critical issues and cost effective solutions. Additionally, studies and reports will be checked at 35%, 65%, 80%, 90%, and 100% for bidability and the "Three C's":

- **Construction Cost**
- **Constructability**
- **Claims avoidance**

As appropriate, formal written plan check comments, along with redline plan markups, will be provided to the various team members. The written comments and plan markups will be saved to document the QA/QC process. These archives will be available to the City at any time they request.

Each team member will also be conducting internal, as well as cross practice area, QA/QC.

Delivering a high quality, cost efficient, and safe design is the goal of this work effort. From past experience of this team working together this has been a repeatedly accomplished goal.

The real key for QA/QC is up front proactive focus with key people so that effort and schedule are not impacted with costly and time wasting re-dos.

A Sample QA/QC Plan from a past project is included in Section IX.

IV. PROJECT SCHEDULE

PROPOSED CITY SCHEDULE:

The PROACTIVE Consultant Team is in agreement with the project schedule as spelled out in the City RFP, addendum #1 dated 9/28/16, Response to Questions dated 9/28/16, and Response to Questions dated 10/3/16.

PROJECT SCHEDULE STEARING/MAINTENANCE:

The project schedule is an ongoing matter of high importance on any project large or small. The PROACTIVE/HUNSAKER team has successfully implemented proven methods to accompany our ongoing project management procedures which continually track our design team efficiency performance and maintain the ability to stay on schedule including:

- Attending regularly scheduled "in-house" staff design progress meetings and City/agency coordination/ steering meetings while presenting progress on roadways improvements work products to the City enroute to project milestone achievements goals as required by the City's master schedule.
- Preparation and documentation filing of detailed meeting minutes/actions and client directives.
- Ongoing identification of potential project obstacles/discovery of unforeseen matters and recommendation of appropriate actions/responsibilities for resolution to stay on schedule.
- Developing a thorough understanding of all project conditions, existing infrastructure, physical, legal and engineering constraints associated with the project.
- Close tracking of monthly work progress man hours categorized per scope tasks and monitoring of contractual budget limits.
- Full utilization of each design team's professional's experience assigned to the project obtaining the benefit of the individual years of working with similar related projects to implement optimum solutions early on.
- Detailed review by H&A project manager and H&A Quality Control Engineer of all project budgetary quantity and cost estimates for completeness, appropriate unit or lump sum costing, any agency fees or special assessments and inclusion of appropriate contingencies allowance.
- Implementation of "in-house" quality assurance/quality control procedures under the ongoing supervision of H&A Principal-in-Charge.

It should be noted that following the above project management/scheduling procedures has provided Proactive/Hunsaker with an excellent history of steering our clients and keeping projects on schedule.

Should unforeseen matters arise that affect anticipated project progress the PROACTIVE/HUNSAKER team can readily rectify time delays by implementing the following:

- Early recognition through review of daily work progress that special efforts are necessary to "get back on schedule."
- Additional skilled personnel from our experienced staff may be added to the project team to assist with tasks critical to regaining project required timeline progress.
- Proactive/Hunsaker project management will authorize overtime work for project staff assigned to city project to regain and meet desired scheduling timelines. **Note: Proactive/Hunsaker does not modify team's billing rates to our clients for any overtime hours worked (i.e. no additional charge for overtime efforts)**.
- City of Irvine will be promptly notified of any project impedance beyond the Proactive/Hunsaker team's control that is beyond anticipated project work scope and will provide detailed description of suggested remedies/actions to the city to address any such impedance.

V. PROJECT COST AND CONTRACTUAL CONSIDERATION

PROJECT COST:

The Fee Matrix on the following page details the hours estimated by discipline for each scope task. The accompanying bill rates and fees for each task are shown in the separate sealed submittal.

A Work Breakdown Structure (WBS) is also included following the Fee Matrix.

The Earned Value Chart is included following the WBS.

PROJECT PERFORMANCE MEASUREMENT (BUDGET CONTROL):

As the project start-up stage is finalized a Project Management Plan establishes a baseline, so that changes to the plan are made under a change control process. Once the Project Management Plan is approved by the City and project team members, PROACTIVE/HUNSAKER Project Managers will control the project by carefully monitoring, measuring, and managing performance based on the established base line. Monitoring and controlling consists of those processes performed to observe project execution so that potential problems can be identified in a timely manner and corrective action can be taken, when necessary, to control the completion of the project.

The key benefit is that project performance is observed and measured regularly to identify variances from the Project Management Plan. Monitoring and Controlling includes:

- Measuring the ongoing project activities (critical success factor test)
- Monitoring the project variables such as; Cost, Effort, etc., against the Project Management Plan and the project performance baseline.
- Identify corrective actions to properly address issues and risks.
- Influencing the factors that could circumvent integrated change control so only approved changes are implemented.
- Update and review of the Earned Value Chart on a regular basis to track budget progress.

5.5 EXHIBIT "C" - COST SUMMARY FORM - SHEET 1 OF 4

STREET AND UTILITY IMPROVEMENTS FOR C STREET, 8th STREET AND G STREET OF THE WESTERN SECTOR OF GREAT PARK, CIP 311613, 311616, 361612 AND 381702 TASK/HOUR BREAKDOWN

			PROACTIVE ENGINEERING CONSULTANTS						HUNSAKER & ASSOCIATES IRVINE, INC.				
TASK NO.	Work Task or Item*	NO. OF SHEETS	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	SENIOR ENGINEER	DESIGN ENGINEER	CADD TECHNICIAN	PRINCIPAL	PROJECT MANAGER	LAND SURVEYOR/ ENGINEER	GENERAL STAFF	FIELD SURVEY TWO PERSON CREW
	DESCRIPTION		HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS
1	Base Data Review, Cad File, Pics, Record Info.		4	8		40			6	12	16	16	
2	Field Survey as Needed			2		8				4	8	16	42
3	**Pavement Structural Section Analysis & Geotech. Report**												
3.1	Hydrology and Hydraulics Report			8	8				8	26	40	100	
4	Pothole Exhibit and Excavations as Necessary	1	2	8		24			2	6	12	24	16
5	Value Engineering and Cost Report		8	8	16				8	8	16		
6	**Permits & Agreements**												
6.1	NPDES Amendment	1											
6.2	Irvine Ranch Water District (IRWD)	1			16								
6.2a	United States Navy												
7	**Plans, Special Provisions & Estimate**												
7.1	Title Sheet	1				2	6			1	1	16	
7.2	Typical Sections	2							2	8	16	40	
7.3	Construction Details	4				2	6		2	8	16	40	
7.4	Utility Composite Plans	2		2		6			2	10	12	30	
7.4a	Demolition Plan	3							2	2	8	30	
7.5	Road Plan and Profile	6		8					6	16	48	100	
7.6	Roundabout Plan	1		16					4	5	16	40	
7.7	Domestic Water Plan and Profile	4	4	8	24	24	76	40					
7.8	Recycled Water Plan and Profile	3	4	8	16	12	56	40					
7.9	Sewer Plan and Profile	4	4	8	16	16	56	40					
7.10	Street Lighting Plans	5											
7.11	Storm Drain Plan & Profile	3	2	8					10	40	80	140	
7.12	Storm Drain Details	1							4	12	24	60	
7.13	Landscape Plans	14											
7.13a	Trail Lighting/Electrical Plans	14											
7.14	Landscape Irrigation Plans	14											
7.15	Landscape Irrigation Details	3											
7.16	Signing and Striping	2		8							1	4	
7.17	Final Contour Grading	3	4	16	40		40	32	4	8	20	60	
7.18	Temp. BMPs\Erosion Control	2									8	16	
7.19	Traffic Control Plans	2									1	4	
7.20	CCTV Camera Plan	1									1	4	
7.21	Critical Path Method Schedule		8	8	16								
7.22	Cost Estimates and Backup Calcs		4	24			40	24			16	40	
7.22a	Specifications		8	32	144		40	40		5	24	56	
8	**Env. Mitig./Water Quality Compliance**												
8.1	Finalize Draft WQMP (Report)	1									2	4	
8.2	CASQA Format SWPPP	1											
9	**Right-of-Way Documents, MM PS-1**												
9.1	Legal Descriptions & Exhibits								6	12	40	80	
9.1a	Record of Survey									2	20	60	12
10	Utility and Substructure Research/Coord.												
11	Construction File												
12	Coordination Meetings (40 hours)		40										
	Reimbursable: Reproduction												
	Reimbursable: Title Report												
	Subtotal Design Hours:		**92**	**180**	**296**	**134**	**320**	**216**	**66**	**185**	**446**	**980**	**70**
	Construction Support												
	Request for Information			1		2	12			1	2	12	
	Change Order Analysis			1		2	12			1	2	12	
	Submittal Review					4	9				4	8	
	Record Drawings "As-Built"					8	12				8	12	
	Subtotal Construction Support:		**0**	**2**	**0**	**16**	**45**	**0**	**0**	**2**	**16**	**44**	**0**
	Total Design and Construction Support Hours:		**92**	**182**	**296**	**150**	**365**	**216**	**66**	**187**	**462**	**1,024**	**70**
	Addendum Hours:			0	0	0	0	0	0	0	0	0	0
	Total Budget:		**92**	**182**	**296**	**150**	**365**	**216**	**66**	**187**	**462**	**1,024**	**70**

5.5 EXHIBIT "C" - COST SUMMARY FORM - SHEET 2 OF 4

STREET AND STREET AND UTILITY IMPROVEMENTS FOR C STREET, 8th STREET AND G STREET OF THE WESTERN SECTOR OF GREAT PARK, CIP 311613, 311616, 361612 AND 381702 TASK/HOUR

			CLARK & GREEN ASSOCIATES							
TASK NO.	Work Task or Item*	NO. OF SHEETS	PRINCIPAL	SENIOR ASSOCIATE/ PROJECT DIRECTOR	PROJECT MANAGER	DRAFTSPERSON	ELECTRICAL ENGINEER SENIOR PRINCIPAL	ELECTRICAL ENGINEER PRINCIPAL	ELECTRICAL ENGINEER PROJECT MANAGER	ELECTRICAL ENGINEER PRODUCTION STAFF
	DESCRIPTION		HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS
1	Base Data Review, Cad File, Pics, Record Info.		8	24	18	24				
2	Field Survey as Needed									
3	**Pavement Structural Section Analysis & Geotech. Report**									
3.1	Hydrology and Hydraulics Report									
4	Pothole Exhibit and Excavations as Necessary	1								
5	Value Engineering and Cost Report									
6	**Permits & Agreements**									
6.1	NPDES Amendment	1								
6.2	Irvine Ranch Water District (IRWD)	1								
6.2a	United States Navy									
7	**Plans, Special Provisions & Estimate**									
7.1	Title Sheet	1								
7.2	Typical Sections	2								
7.3	Construction Details	4								
7.4	Utility Composite Plans	2								
7.4a	Demolition Plan	3								
7.5	Road Plan and Profile	6								
7.6	Roundabout Plan	1								
7.7	Domestic Water Plan and Profile	4								
7.8	Recycled Water Plan and Profile	3								
7.9	Sewer Plan and Profile	4								
7.10	Street Lighting Plans	5								
7.11	Storm Drain Plan & Profile	3								
7.12	Storm Drain Details	1								
7.13	Landscape Plans	14	45	276	224	225				
7.13a	Trail Lighting/Electrical Plans	14					16	19	35	50
7.14	Landscape Irrigation Plans	14	16	270	88	36				
7.15	Landscape Irrigation Details	3	3	12	10					
7.16	Signing and Striping	2								
7.17	Final Contour Grading	3								
7.18	Temp. BMPs\Erosion Control	2								
7.19	Traffic Control Plans	2								
7.20	CCTV Camera Plan	1								
7.21	Critical Path Method Schedule									
7.22	Cost Estimates and Backup Calcs		15	20	10					
7.22a	Specifications		10	10						
8	**Env. Mitig./Water Quality Compliance**									
8.1	Finalize Draft WQMP (Report)	1								
8.2	CASQA Format SWPPP	1								
9	**Right-of-Way Documents, MM PS-1**									
9.1	Legal Descriptions & Exhibits									
9.1a	Record of Survey									
10	Utility and Substructure Research/Coord.									
11	Construction File									
12	Coordination Meetings (40 hours)		5	25						
	Reimbursable: Reproduction									
	Reimbursable: Title Report									
	Subtotal Design Hours:		**102**	**637**	**350**	**285**	**16**	**19**	**35**	**50**
	Construction Support									
	Request for Information									
	Change Order Analysis									
	Submittal Review									
	Record Drawings "As-Built"									
	Subtotal Construction Support:		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	Total Design and Construction Support Hours:		**102**	**637**	**350**	**285**	**16**	**19**	**35**	**50**
	Addendum Hours:		51	210	100	90	6	6	11	17
	Total Budget:		**153**	**847**	**450**	**375**	**22**	**25**	**46**	**67**

5.5 EXHIBIT "C" - COST SUMMARY FORM - SHEET 3 OF 4

STREET AND STREET AND UTILITY IMPROVEMENTS FOR C STREET, 8th STREET AND G STREET OF THE WESTERN SECTOR OF GREAT PARK, CIP 311613, 311616, 361612 AND 381702 TASK/HOUR

			ENGEO INCORPORATED							TJW ENGINEERING, INC.	
TASK NO.	Work Task or Item*	NO. OF SHEETS	PRINCIPAL	PROJECT MANAGER/ ASSOCIATE	SENIOR ENGINEER/ GEOLOGIST	PROJECT ENGINEER/ GEOLOGIST	STAFF ENGINEER/ GEOLOGIST	CAD/GIS SPECIALIST	PROJECT ASSISTANT	TRAFFIC ENGINEER	PROJECT ENGINEER
	DESCRIPTION		HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS
1	Base Data Review, Cad File, Pics, Record Info.		2	2	1		6	2	1		
2	Field Survey as Needed										
3	**Pavement Structural Section Analysis & Geotech. Report**		4	3	3		10	3	5		
3.1	Hydrology and Hydraulics Report										
4	Pothole Exhibit and Excavations as Necessary	1									
5	Value Engineering and Cost Report										
6	**Permits & Agreements**										
6.1	NPDES Amendment	1									
6.2	Irvine Ranch Water District (IRWD)	1									
6.2a	United States Navy										
7	**Plans, Special Provisions & Estimate**										
7.1	Title Sheet	1									
7.2	Typical Sections	2									
7.3	Construction Details	4									
7.4	Utility Composite Plans	2									
7.4a	Demolition Plan	3									
7.5	Road Plan and Profile	6									
7.6	Roundabout Plan	1								2	4
7.7	Domestic Water Plan and Profile	4									
7.8	Recycled Water Plan and Profile	3									
7.9	Sewer Plan and Profile	4									
7.10	Street Lighting Plans	5									
7.11	Storm Drain Plan & Profile	3									
7.12	Storm Drain Details	1									
7.13	Landscape Plans	14									
7.13a	Trail Lighting/Electrical Plans	14									
7.14	Landscape Irrigation Plans	14									
7.15	Landscape Irrigation Details	3									
7.16	Signing and Striping	2								10	26
7.17	Final Contour Grading	3									
7.18	Temp. BMPs\Erosion Control	2									
7.19	Traffic Control Plans	2								16	40
7.20	CCTV Camera Plan	1								2	6
7.21	Critical Path Method Schedule										
7.22	Cost Estimates and Backup Calcs										
7.22a	Specifications										
8	**Env. Mitig./Water Quality Compliance**										
8.1	Finalize Draft WQMP (Report)	1									
8.2	CASQA Format SWPPP	1									
9	**Right-of-Way Documents, MM PS-1**										
9.1	Legal Descriptions & Exhibits										
9.1a	Record of Survey										
10	Utility and Substructure Research/Coord.										
11	Construction File										
12	Coordination Meetings (40 hours)										
	Reimbursable: Reproduction										
	Reimbursable: Title Report										
	Subtotal Design Hours:		**6**	**5**	**4**	**0**	**16**	**5**	**6**	**30**	**76**
	Construction Support										
	Request for Information										
	Change Order Analysis										
	Submittal Review										
	Record Drawings "As-Built"										
	Subtotal Construction Support:		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	Total Design and Construction Support Hours:		**6**	**5**	**4**	**0**	**16**	**5**	**6**	**30**	**76**
	Addendum Hours:		1	1	0	0	9	0	3	8	14
	Total Budget:		**7**	**6**	**4**	**0**	**25**	**5**	**9**	**38**	**90**

5.5 EXHIBIT "C" - COST SUMMARY FORM - SHEET 4 OF 4

STREET AND STREET AND UTILITY IMPROVEMENTS FOR C STREET, 8th STREET AND G STREET OF THE WESTERN SECTOR OF GREAT PARK, CIP 311613, 311616, 361612 AND 381702 TASK/HOUR BREAKDOWN

			MORROW MANAGEMENT					ENVIRO COMPLIANCE SOLUTIONS INC.			BOUDREAU	
TASK NO.	Work Task or Item*	NO. OF SHEETS	PRINCIPAL	PROJECT MANAGER	DRAFTSPERSON	ELECTRICAL ENGINEER PRINCIPAL	ELECTRICAL ENGINEER PROJECT MANAGER	PRINCIPAL	PROJECT ENGINEER	WORD PROCESSING/ CLERICAL	POTHOLING	TOTAL HOURS
	DESCRIPTION		HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	
1	Base Data Review, Cad File, Pics, Record Info.		10		20		10					230
2	Field Survey as Needed											80
3	**Pavement Structural Section Analysis & Geotech. Report**											28
3.1	Hydrology and Hydraulics Report											190
4	Pothole Exhibit and Excavations as Necessary	1									120	214
5	Value Engineering and Cost Report											64
6	**Permits & Agreements**											
6.1	NPDES Amendment	1										0
6.2	Irvine Ranch Water District (IRWD)	1										16
6.2a	United States Navy							120	16	30		166
7	**Plans, Special Provisions & Estimate**											
7.1	Title Sheet	1										26
7.2	Typical Sections	2										66
7.3	Construction Details	4										74
7.4	Utility Composite Plans	2										62
7.4a	Demolition Plan	3										42
7.5	Road Plan and Profile	6										178
7.6	Roundabout Plan	1										87
7.7	Domestic Water Plan and Profile	4										176
7.8	Recycled Water Plan and Profile	3										136
7.9	Sewer Plan and Profile	4										140
7.10	Street Lighting Plans	5	10	40	80	40	20					190
7.11	Storm Drain Plan & Profile	3										280
7.12	Storm Drain Details	1										100
7.13	Landscape Plans	14										770
7.13a	Trail Lighting/Electrical Plans	14										120
7.14	Landscape Irrigation Plans	14										410
7.15	Landscape Irrigation Details	3										25
7.16	Signing and Striping	2										49
7.17	Final Contour Grading	3										224
7.18	Temp. BMPs\Erosion Control	2										24
7.19	Traffic Control Plans	2										61
7.20	CCTV Camera Plan	1										13
7.21	Critical Path Method Schedule											32
7.22	Cost Estimates and Backup Calcs		15	10								218
7.22a	Specifications											369
8	**Env. Mitig./Water Quality Compliance**											
8.1	Finalize Draft WQMP (Report)	1										6
8.2	CASQA Format SWPPP	1										0
9	**Right-of-Way Documents, MM PS-1**											
9.1	Legal Descriptions & Exhibits											138
9.1a	Record of Survey											94
10	Utility and Substructure Research/Coord.											0
11	Construction File		10									10
12	Coordination Meetings (40 hours)											70
	Reimbursable: Reproduction											
	Reimbursable: Title Report											
	Subtotal Design Hours:		**45**	**50**	**100**	**40**	**30**	**120**	**16**	**30**	**120**	**5,178**
	Construction Support											
	Request for Information											30
	Change Order Analysis											30
	Submittal Review											25
	Record Drawings "As-Built"											40
	Subtotal Construction Support:		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**125**
	Total Design and Construction Support Hours:		**45**	**50**	**100**	**40**	**30**	**120**	**16**	**30**	**120**	**5,303**
	Addendum Hours:		8	20	0	0	0	87	92	15	0	729
	Total Budget:		**53**	**70**	**100**	**40**	**30**	**207**	**108**	**45**	**120**	**6,032**

6.4 EXHIBIT "E" - ADDENDUM FORM NO. ____ SHEET 1 OF 4

ADDENDUM CHANGES:

			CLARK & GREEN ASSOCIATES							
TASK NO.	Work Task or Item*	NO. OF SHEETS	PRINCIPAL	SENIOR ASSOCIATE/ PROJECT DIRECTOR	PROJECT MANAGER	DRAFTSPERSON	ELECTRICAL ENGINEER SENIOR PRINCIPAL	ELECTRICAL ENGINEER PRINCIPAL	ELECTRICAL ENGINEER PROJECT MANAGER	ELECTRICAL ENGINEER PRODUCTION STAFF
	DESCRIPTION		HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS
1	**Landscape Buffer East Side of Ridge Valley Between 'LV' and 8th Street Landscape, Irrigation and Trail Lighting**									
1.1	Landscape Plans	3	25	80	60	60				
1.2	Irrigation Plans	3	5	60	25	15				
1.3	Trail Lighting Plans	3					6	6	11	17
2	Geotechnical Plan Review									
3	Traffic Index Calculations									
4	Navy Well Construction Observation									
5	**Construction Support**									
5.1	Request for Information		8	20						
5.2	Change Order Analysis		5	15						
5.3	Submittal Review		5	25						
5.4	Record Drawings "As-Built"		3	10	15	15				
6										
7										
8										
9										
	Addendum Costs		51	210	100	90	6	6	11	17

*Note: The work effort estimated to prepare plans should include the work required for plan processing and response to plan check comments to the point of approved plans by the City, County or Applicable Agency.

City Project Manager Signature

Thomas Perez, P.E.
CIP Administrator
City of Irvine - Project Management

6.4 EXHIBIT "E" - ADDENDUM FORM NO. ____ SHEET 2 OF 4

ADDENDUM CHANGES:

CITY OF IRVINE - ENGINEERING SERVICES

			ENGEO INCORPORATED						
TASK NO.	Work Task or Item*	NO. OF SHEETS	PRINCIPAL	PROJECT MANAGER/ ASSOCIATE	SENIOR ENGINEER/ GEOLOGIST	PROJECT ENGINEER/ GEOLOGIST	STAFF ENGINEER/ GEOLOGIST	CAD/GIS SPECIALIST	PROJECT ASSISTANT
	DESCRIPTION		HRS	HRS	HRS	HRS	HRS	HRS	HRS
1	**Landscape Buffer East Side of Ridge Valley Between 'LV' and 8th Street Landscape, Irrigation and Trail Lighting**								
1.1	Landscape Plans	3							
1.2	Irrigation Plans	3							
1.3	Trail Lighting Plans	3							
2	Geotechnical Plan Review		1	1			3		3
3	Traffic Index Calculations								
4	Navy Well Construction Observation								
5	**Construction Support**								
5.1	Request for Information								
5.2	Change Order Analysis								
5.3	Submittal Review						6		
5.4	Record Drawings "As-Built"								
6									
7									
8									
9									
	Addendum Costs		1	1	0	0	9	0	3

*Note: The work effort estimated to prepare plans should include the work required for plan processing and response to plan check comments to the point of approved plans by the City, County or Applicable Agency.

Thomas Perez, P.E.
CIP Administrator
City of Irvine - Project Management

6.4 EXHIBIT "E" - ADDENDUM FORM NO. ____ SHEET 3 OF 4

ADDENDUM CHANGES:

			TJW ENGINEERING, INC.		MORROW MANAGEMENT				
TASK NO.	Work Task or Item*	NO. OF SHEETS	TRAFFIC ENGINEER	PROJECT ENGINEER	PRINCIPAL	PROJECT MANAGER	DRAFTSPERSON	ELECTRICAL ENGINEER PRINCIPAL	ELECTRICAL ENGINEER PROJECT MANAGER
	DESCRIPTION		HRS	HRS	HRS	HRS	HRS	HRS	HRS
1	**Landscape Buffer East Side of Ridge Valley Between 'LV' and 8th Street Landscape, Irrigation and Trail Lighting**								
1.1	Landscape Plans	3							
1.2	Irrigation Plans	3							
1.3	Trail Lighting Plans	3							
2	Geotechnical Plan Review								
3	Traffic Index Calculations		1	8					
4	Navy Well Construction Observation								
5	**Construction Support**								
5.1	Request for Information		2	2	8.0	20.0			
5.2	Change Order Analysis		2	2					
5.3	Submittal Review		2						
5.4	Record Drawings "As-Built"		1	2					
6									
7									
8									
9									
	Addendum Costs		8	14	8.0	20.0	0.0	0.0	0.0

*Note: The work effort estimated to prepare plans should include the work required for plan processing and response to plan check comments to the point of approved plans by the City, County or Applicable Agency.

Thomas Perez, P.E.
CIP Administrator
City of Irvine - Project Management

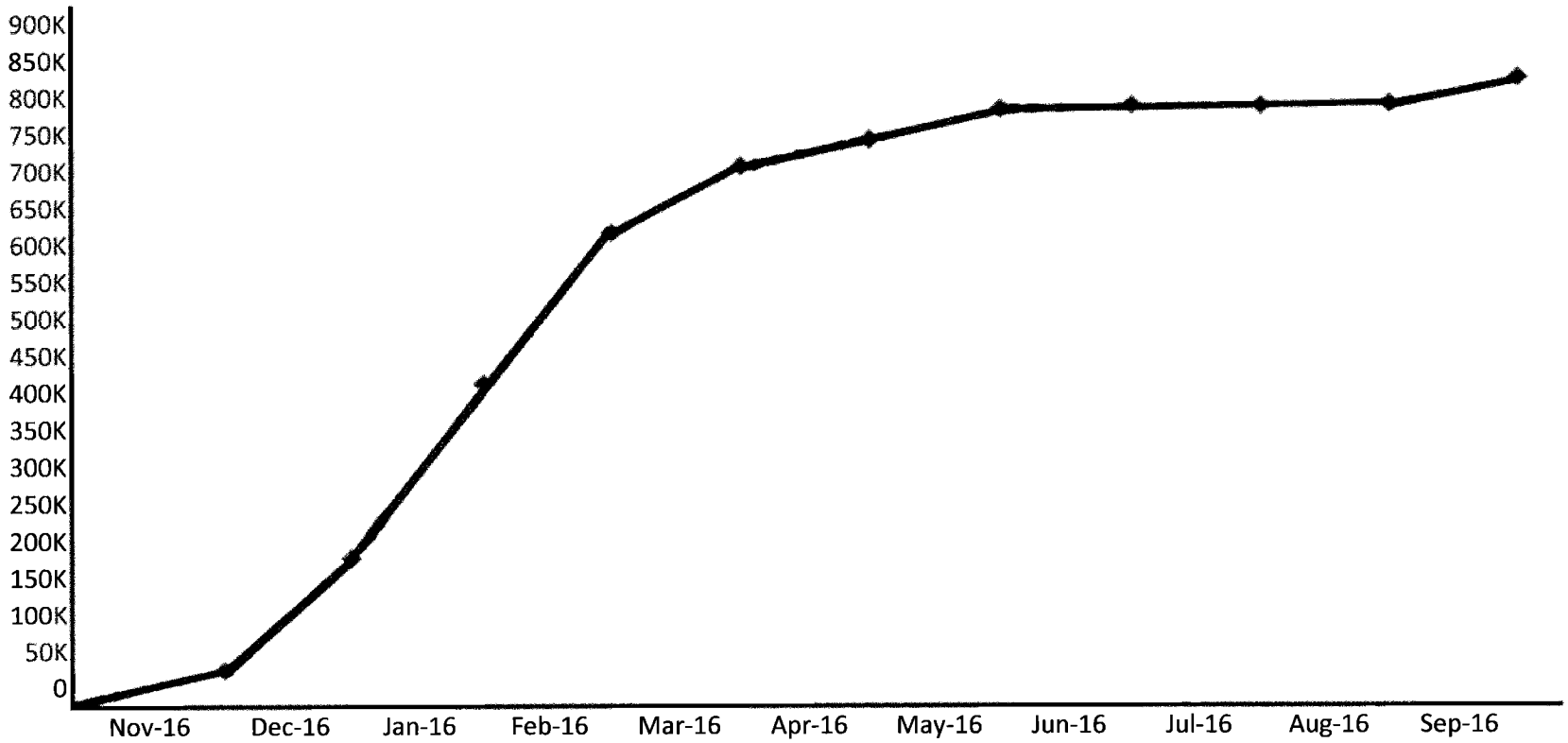
6.4 EXHIBIT "E" - ADDENDUM FORM NO. ____ SHEET 4 OF 4

ADDENDUM CHANGES:

			ENVIRO COMPLIANCE SOLUTIONS INC.			BOUDREAU	
TASK NO.	Work Task or Item*	NO. OF SHEETS	PRINCIPAL	PROJECT ENGINEER	WORD PROCESSING/ CLERICAL	POTHOLES	TOTAL HOURS
	DESCRIPTION		HRS	HRS	HRS	HRS	
1	**Landscape Buffer East Side of Ridge Valley Between 'LV' and 8th Street Landscape, Irrigation and Trail Lighting**						
1.1	Landscape Plans	3					225
1.2	Irrigation Plans	3					105
1.3	Trail Lighting Plans	3					40
2	Geotechnical Plan Review						8
3	Traffic Index Calculations						9
4	Navy Well Construction Observation		87	92	15		194
5	**Construction Support**						
5.1	Request for Information						40
5.2	Change Order Analysis						24
5.3	Submittal Review						38
5.4	Record Drawings "As-Built"						46
6							0
7							0
8							0
9							0
	Addendum Costs		87	92	15	0.0	729

*Note: The work effort estimated to prepare plans should include the work required for plan processing and response to plan check comments to the point of approved plans by the City, County or Applicable Agency.

Thomas Perez, P.E.
CIP Administrator
City of Irvine - Project Management



EARNED VALUE CHART

WESTERN SECTION OF GREAT PARK INFRASTRUCTURE PROJECT

PROACTIVE ENGINEERING

VI. ADDENDUM SECTION

ADDITIONS TO CITY SCOPE OF SERVICES:

Several additions to the base scope of services have been recommended. These are outlined as follows:

1. Landscape buffer east side of Ridge Valley between LV Street and 8th Street. Landscape, irrigation, and trail lighting
   1.1 Prepare landscape plans, specifications, and estimate in accordance with the City RFP and addenda for the above noted area.
   1.2 Prepare irrigation plans specifications, and estimate in accordance with the City RFP and addenda for the above noted area.
   1.3 Prepare trail lighting plans specifications, and estimate in accordance with the City RFP and addenda for the above noted area.

2. Geotechnical Plan Review: Review of grading and improvement plans to be completed by ENGEO Geotechnical.

3. Traffic Index Calculations: In order to determine a pavement section, TJW will help calculate the traffic index (TI) for the streets of G Street, 8th Street and C Street utilizing anticipated traffic volumes provided by the City. TJW would provide a TI based on Caltrans Highway Design Manual's section 602.4 where Equivalent Single Axle Loads are determined. The traffic index value would then be used in conjunction with the soil's "R" value to determine the appropriated paving section.

4. Navy Well Construction Observation: Construction Observation and coordination for design and construction for working around 12KV electric line and vaults. Meetings, Navy Coordination, Updates and Construction Inspection.

5. Construction Support for non-civil items (Landscape, Traffic, Soils, Dry Utilities). Given the magnitude of the project, the consultant team feels that the hours allocated in the RFP for RFIs, Change Order analysis, Submittal Reviews, and Record Drawings may not be adequate. An estimate of additional hours is provided for each sub in the fee matrix. Since these are T and M line items, if the additional hours are not needed, they will not be invoiced.

VII. PROJECT PERSONNEL AND EXPERIENCE

ORGANIZATION CHART: See Org Chart at end of this section

PRIME CONSULTANT:

PROACTIVE Engineering (Tom Braun, Jeff Langdon, John Leonard, Steve Chiu)

- Overall Team Management
- Project Management
- Civil Engineering: Sewer/water/reclaimed water
- Precise grade for landscape/trails
- Specifications
- Cost estimating

SUB CONSULTANTS:

Hunsaker Associates (Kamal Karam, Dave Frattone, Vojta Safranek)

- Project Management
- Civil Engineering: Roadways, Geometrics,
- Drainage (storm drain and hydrology)
- Survey/Mapping
- QA/QC

Clark & Green (Bob Clark)

- Landscape and Irrigation
- Trails
- Trail Lighting

ECS (Dhananjay Rewal)

- Navy Coordination
- Navy Permitting for Extraction wells and facilities
- Field observation during construction

Morrow (Scott Morrow)

- Dry Utility Coordination

TJW (Thomas Wheat)

- Traffic Engineering
- Signing/striping
- Traffic control

ENGEO (Matt Swanson)

- Soils Engineering

BRIEF DISCUSSION OF TEAM MEMBER QUALS FOR PROJECT:

Proactive Engineering:

Proactive team members, either as part of Proactive Engineering or part of IN8 Specialists (that recently merged with Proactive) have completed numerous projects in the City of Irvine. Tom Braun has been the PM for four large projects in Irvine including Planning Area 6. Tom has also been the lead Prime and PM for several recent large public works projects where he managed a team of eight or more subconsultants. John Leonard and Jeff Langdon (formerly of IN8) worked on portions of Marine Way in this area, and regularly work on Five Points Communities Projects in this area.

Hunsaker and Associates:

H&A has been actively involved with the Great Park Neighborhoods project since early 20XX. The overall project has been under the direct management and supervision of Kamal Karam. H&A has prepared tentative maps, grading plans, roadway and utility improvement plans, hydrology/hydraulic studies, tract maps and record of surveys for eight Development Districts consist over 1,500 acres of residential and commercial properties. A few notable Arterial Highway improvements within the Great Park Neighborhood H&A has designed and prepared plans includes the widening Irvine Blvd, Alton Parkway, Ridge Valley, Trabuco Road and "LV" Street. During the design and construction phases, H&A worked closely and coordinate with the City of Irvine, County of Orange, IRWD, OCFCD, Navy, FBI & TIC.

ECS:

Enviro Compliance Solutions Inc., (ECS) an established SDB has been providing environmental consulting services to the various federal, state, and local city clients from past fifteen (15) years. ECS is very familiar with the Navy's Shallow Groundwater Unit (SGU) Groundwater Remediation System at Former MCAS El Toro. ECS was involved in installation of extraction wells, associated utilities, including Operation and Maintenance of the SGU system. ECS has written various Findings of Suitability to Transfer (FOST) documents related to transfer of Navy's parcel to Five Point Communities Inc., (FPC). ECS has intimate knowledge of the Navy's easements, existing groundwater monitoring wells, extraction wells, and SGU utilities such as electrical, communication, and groundwater piping. From past 5 years,

ECS has provided similar environmental consulting services to various contractors working at the former MCAS El Toro in identifying Navy's SGU system utilities, coordination with the Navy for obtaining permits/approvals, and preparation of technical documents. ECS provides cost effective and safe approach/solutions to protect Navy's SGU system components during on-going construction activities including field inspection and verification that Navy's SGU system components are protected while construction/redevelopment work was completed. ECS has established trust with the Navy and the City of Irvine at former MCAS El Toro regarding environmental consulting, permitting work.

ECS historical knowledge and personal involvement of Dhananjay Rawal in conducting environmental remediation and clean up at former MCAS El Toro from 1995 is unparalleled. Dhananjay has intimate knowledge of all the Navy's environmental remediation components and has Navy's trust in coordination of construction work.

ECS Scope for this project based on the review of design drawings, it shows there are 5 Navy wells will be affected by landscape design including 4 Navy SGU system utilities that will be crossed. Also, there could be some coordination required for Navy's 12KV line. ECS estimates that coordination and permitting with the Navy including field inspection will be required from the Navy during this work.

Morrow Management:

Scott Morrow has been actively involved with the Great Park Neighborhoods project since 2007. Scott leads a team of 4 project manager/coordinators and 5 designers dedicated to the overall dry utility coordination and infrastructure design of the site. Morrow Management designed and coordinated the dry utility infrastructure within all surrounding roadways of the subject RFP including LV Street, Ridge Valley and Marine Way. Morrow Management is also the lead utility coordinator and designer for the Orange County Great Park and is contracted to design service to the Great Park Ice facility.

TJW Engineering:

TJW Engineering, Inc., located in Irvine, California, is a ***Small Business Enterprise (SBE)*** in the State of California that specializes in *traffic engineering and transportation planning.* TJW would be led by ***Mr. Thomas Wheat, PE, TE*** who has been involved in the traffic engineering profession for over twenty years designing, managing, and developing projects for both the public and private sectors. Over the last four years, Thomas Wheat and the TJW team have worked closely with Hunsaker & Associates on all of the Great Park Neighborhood backbone streets within the neighborhoods of Pavilion Park, Beacon Park, Parasol Park, District 1 and District Next. Tasks have included traffic signal plan designs, signing and striping plan design, traffic control plan designs, and traffic signal interconnect plan design. Within the Great Park Neighborhood projects, TJW has prepared over sixteen (16) traffic signal design plans, and seven (7) roundabout designs. Roadways include Ridge Valley Parkway, Irvine Boulevard, Trabuco Road, Alton Parkway, and Barranca Parkway to name a few. TJW has worked closely with City staff designing the plan sets to meet the City of Irvine's standards including Section 104 of the City's design guidelines.

Mr. Wheat has designed hundreds of traffic engineering design plans and transportation planning studies in Southern California. His versatile experience includes leading in the design of traffic signal plans, traffic signal systems, ITS, signing and striping plans, traffic control plans, and traffic calming measures. Mr. Wheat has a Bachelor of Science degree in Civil Engineering from Clemson University, South Carolina. Mr. Wheat is registered ***Professional Engineer*** in ***Civil Engineering (C# 69467)*** and in ***Traffic Engineer (TR# 2565)*** in the State of California.

AVAILABILITY OF KEY PERSONNEL

NAME	ROLE	CURRENT AND EXPECTED ASSIGNMENTS *% Avail. for Project*
PROACTIVE Engineering		
Tom Braun, MS, PE	Project Lead/Civil	35%
Jeff Langdon, PE	Project Manager	50%
John Leonard, PE	QA/QC	15%
Steve Chiu, PE	Director of Engineering	50%
HUNSAKER & Associates		
Kamal Karam	Principal, Western Sector Oversight	10%
David Frattone, PE	Principal/ QC	15%
Vojta Safranek, PE	Associate Project Manager	60%
CLARK & GREEN		
Robert Clark	Principal	15%
Kevin Lange	Senior Assoicate	25%
Luis Sierra	Project Director/Irrigation Design	20%
ENGEO		
Julia Moriarty, GE	Prinicipal Geologist	50%
Matthew Swanson, PE	Associate Engineer	50%
ECS		

Dhananjay Rawal	Navy Recruiting	50%

TJW (Traffic)

Thomas Whent	20%
John Stallworth	80%

MORROW (Dry Utility)

Scott Morrow	50%

LITIGATION RECORD LAST FIVE YEARS:

PROACTIVE Engineering: None

Hunsaker Associates: None of the legal actions to which Hunsaker was a party have gone to trial against Hansaker, nor have any judgments been entered against Hunsaker.

Clark and Green: None

ECS: None

Morrow: None

TJW: TJW has only been involved in two litigation cases:

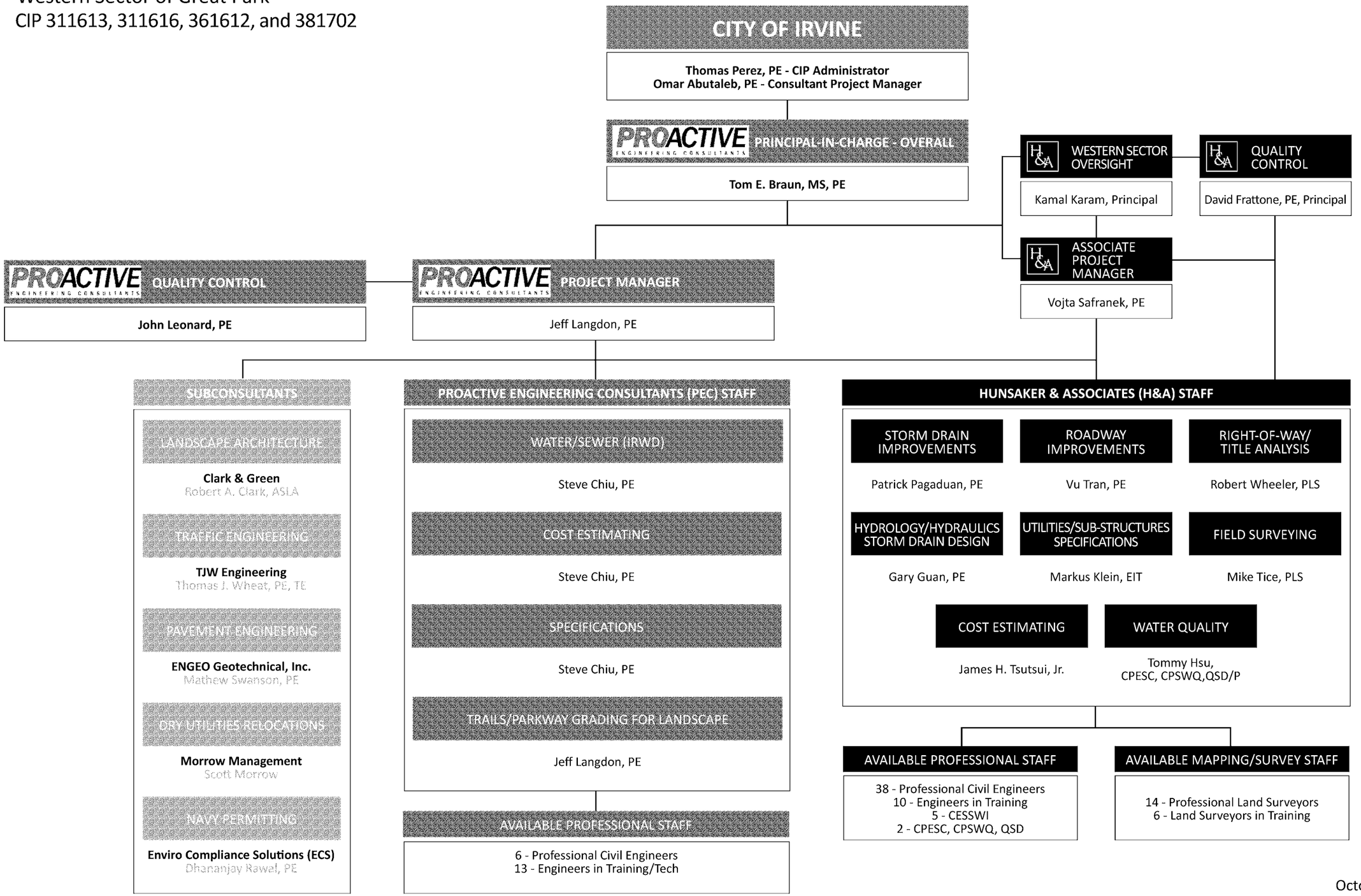
One litigation case involved a drunk driver in which the accident occurred within a construction zone in the City of San Jacinto. The drunk driver was convicted and sentenced. TJW was brought into the case when the survivors of the case sued the City. TJW was named in a cross complaint with several other contractors and consultants since TJW was involved in originally preparing the traffic control plans for the project. The project is currently in mediation.

The other litigation case involved a bus stop within a construction zone in which TJW originally prepared the traffic control plans for the project. The survivors of the accident have sued Caltrans and TJW was named in a cross complaint along with other contractors and consultants. The case is still in its discovery stage.

REFERENCES: SEE APPENDIX FOR REFERENCES

ORGANIZATIONAL CHART

PROPOSAL: Professional Engineering Services for Street and Utility Improvements for "C" Street, 8th Street, and "G" Street Within the Western Sector of Great Park
CIP 311613, 311616, 361612, and 381702



October 10, 2016

VIII. CONFLICT OF INTEREST AND INSURANCE INFORMATION

CONFLICT OF INTEREST FORMS:

Several team member firms do work for Five Points Communities. This is noted on the attached forms. No other conflicts are noted.

INSURANCE FORMS:

All firms have coverage in accordance with the RFP guidelines. Lead consultants already have insurance on file with the City.

8.5. EXHIBIT "H" - CONFLICT OF INTEREST

When providing the information requested in this Exhibit, please consider the term "public official" to mean every member, officer, employee or Consultant of a state or local agency.

A. During the term of this contract, the Consultant shall disclose any financial, business or other relationship with any City public officials, employees or other entities that may have an impact upon the outcome of this contract or any ensuing City construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or any ensuing City construction project which will follow.

Client	Nature of Business
Five Point Communities (FPC)	IN8 Specialists (now a part of Proactive Engineering) does consulting work for FPC. FPC owns property in the general project area.

B. The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. All subcontracts entered into as a result of this contract, shall contain all of the provisions of this section.

D. All deliverables produced by the Consultant shall be free of any conflict of interest and shall be subject to the approval and acceptance by the City's Project Manager.

E. In the event of non-acceptance due to discovery of conflict of interest, the Consultant shall provide replacement deliverables free of any conflict of interest prior to payment. In the event the replacement deliverables are not possible, the Consultant shall not receive compensation for the deliverables containing conflict of interest. Examples of conflict of interest are the following:

- Design & construction work on the same project
- Claim representation or other employment/contract work with a future project construction contractor

F. Complete this part if Consultant is an individual, whether conducting business under his or her own name or a fictitious business name, rather than a corporation, partnership, trust, joint venture, syndicate, associate, or other form of business enterprise. Attach additional sheets if necessary.

1. List the title of public office, jurisdiction, and term of office of each public office that you hold, whether by election or appointment.

Title	Jurisdiction	Term
N/A		

2. If you are married, or if you have plans to marry that are sufficiently definite to enable you to respond to this request, list the title of public office, jurisdiction, and term of office of each office that your spouse or intended spouse holds, whether by election or appointment.

Title	Jurisdiction	Term
N/A		

3. List the name, title of public office, jurisdiction, and term of office of each public official who will receive any portion of the Fee or any other consideration you receive under this agreement.

Title	Jurisdiction	Term
N/A		

G. Complete this part if Consultant is a corporation, partnership, business trust, joint venture, syndicate, association, or other form of business enterprise (collectively, "Business Entity"), rather than an individual. Attach additional sheets if necessary.

1. List the name, title of public office, and term of office of each public official, spouse of a public official, and dependent child of a public official who owns a 10% or greater interest or investment in Consultant or any other Business Entity owned or operated in whole or in part by Consultant.

Name	Title	Jurisdiction	Term
None			

2. List the name, title of public office, jurisdiction, and term of office of each public official who will receive any portion of the Fee or any other consideration you receive under this agreement.

Name	Title	Jurisdiction	Term
None			

Proactive Engineering Consultants, Inc.
Thomas Braun, P.E. | 10/10/2016

8.5 EXHIBIT "H" - CONFLICT OF INTEREST

When providing the information requested in this Exhibit, please consider the term "public official" to mean every member, officer, employee or Consultant of a state or local agency.

A. During the term of this contract, the Consultant shall disclose any financial, business or other relationship with any City public officials, employees or other entities that may have an impact upon the outcome of this contract or any ensuing City construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or any ensuing City construction project which will follow.

Client	Nature of Business
Five Point Communities 25 Enterprise, Suite 300 Aliso Viejo, CA 92656	Hunsaker & Associates Irvine, Inc. is the Engineer of Record for adjacent Heritage Fields development project.

B. The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. All subcontracts entered into as a result of this contract, shall contain all of the provisions of this section.

D. All deliverables produced by the Consultant shall be free of any conflict of interest and shall be subject to the approval and acceptance by the City's Project Manager.

E. In the event of non-acceptance due to discovery of conflict of interest, the Consultant shall provide replacement deliverables free of any conflict of interest prior to payment. In the event the replacement deliverables are not possible, the Consultant shall not receive compensation for the deliverables containing conflict of interest. Examples of conflict of interest are the following:

- Design & construction work on the same project
- Claim representation or other employment/contract work with a future project construction contractor

F. Complete this part if Consultant is an individual, whether conducting business under his or her own name or a fictitious business name, rather than a corporation, partnership, trust, joint venture, syndicate, associate, or other form of business enterprise. Attach additional sheets if necessary.

1. List the title of public office, jurisdiction, and term of office of each public office that you hold, whether by election or appointment.

Title	Jurisdiction	Term

2. If you are married, or if you have plans to marry that are sufficiently definite to enable you to respond to this request, list the title of public office, jurisdiction, and term of office of each office that your spouse or intended spouse holds, whether by election or appointment.

Title	Jurisdiction	Term

3. List the name, title of public office, jurisdiction, and term of office of each public official who will receive any portion of the Fee or any other consideration you receive under this agreement.

Title	Jurisdiction	Term

* G. Complete this part if Consultant is a corporation, partnership, business trust, joint venture, syndicate, association, or other form of business enterprise (collectively, "Business Entity"), rather than an individual. Attach additional sheets if necessary.

1. List the name, title of public office, and term of office of each public official, spouse of a public official, and dependent child of a public official who owns a 10% or greater interest or investment in Consultant or any other Business Entity owned or operated in whole or in part by Consultant.

Name	Title	Jurisdiction	Term

N O N E

2. List the name, title of public office, jurisdiction, and term of office of each public official who will receive any portion of the Fee or any other consideration you receive under this agreement.

Name	Title	Jurisdiction	Term

N O N E

Hunsaker & Associates Irvine, Inc.
Kamal Karam, EVP

IX. SAMPLES OF CONSULTANT'S WORK FOR SIMILAR PROJECTS

SAMPLES OF CONSULTANT'S WORK:

Samples are included with the appendix

SAMPLES OF SPECIAL PROVISIONS:

Samples are included

STREET IMPROVEMENTS
ELSWORTH STREET AND SHERMAN AVENUE
PROJECT NO. 801 0059 70 77

CITY OF MORENO VALLEY
DECEMBER 3, 1984

GENERAL STREET IMPROVEMENT NOTES:

1. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS IN EFFECT AT THE TIME OF BID, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, "GREENBOOK" (APWA) AND/OR THE CITY OF MORENO VALLEY "STANDARD PLANS" AND CALTRANS "STANDARD PLANS" (LATEST EDITION) AS NOTED ON THE PLANS AND IN THE SPECIAL PROVISIONS.

2. ALL TRAFFIC SIGNAL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS IN EFFECT AT THE TIME OF BID, SECTION 86 "SIGNALS AND LIGHTING" OF CALTRANS STANDARD SPECIFICATIONS, CALTRANS STANDARD PLANS, AND THE SPECIAL PROVISIONS

3. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE CALIFORNIA MUTCD, PART 6 "TEMPORARY TRAFFIC CONTROL"

4. PRIOR TO CONSTRUCTION, THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL OBTAIN A CITY OF MORENO VALLEY BUSINESS LICENSE AND ENCROACHMENT PERMIT

5. PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT, PROVIDE ALERT NUMBER TO CITY ENGINEER AND ALL NECESSARY UTILITY COMPANIES

6. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL FILE AN APPLICATION FOR A VAL DISTRICT METER WITH THE APPROPRIATE WATER AGENCY

7. REQUEST FOR INSPECTION TO THE CITY OF MORENO VALLEY SHALL BE MADE BY THE CONTRACTOR AT LEAST TWENTY-FOUR (24) HOURS BEFORE THE SERVICES THEREOF WILL BE REQUIRED AT (951) 413-3120

8. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC. FAILURE TO COMPLY WILL BE A VIOLATION OF THE CONTRACT. CONTRACTOR SHALL PROVIDE ACCESS TO RESIDENCES AND BUSINESSES AT ALL TIMES

9. NO PUBLIC THOROUGHFARE STREET SHALL BE CLOSED TO TRAFFIC WITHOUT PRIOR CITY COUNCIL APPROVAL

10. WATERING SHALL BE MADE BY THE CONTRACTOR AS ALL TIMES FOR CONSOLIDATION OF DRAINAGE.

11. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND OTHER LINES NOT ON RECORD OR NOT SHOWN ON THESE PLANS

12. THE CONTRACTOR SHALL EXCAVATE INSPECTION HOLES (POT HOLES) AND DETERMINE THE LOCATION AND DEPTH OF ALL UNDERGROUND STRUCTURES AND UTILITIES WHICH ARE IN THE VICINITY OF, OR WHICH MAY BE AFFECTED BY, THE PROPOSED IMPROVEMENT WORK PRIOR TO ANY CONSTRUCTION WORK WHICH COULD DAMAGE OR CONFLICT WITH SAID STRUCTURES OR UTILITIES.

13. THE CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING TRAFFIC SIGNAL CONDUIT WITHIN 6" ABOVE PROPOSED SUBGRADE SURFACE AND ALL CONDUIT BELOW PROPOSED SUBGRADE SURFACE. ALL EXISTING CONDUIT THAT IS NOT MORE THAN 6" ABOVE THE PROPOSED SUBGRADE SURFACE SHALL BE RELOCATED TO WITHIN 6" BELOW PROPOSED SUBGRADE SURFACE.

14. THE CONTRACTOR SHALL MODIFY THE SHERMAN AVE/DAY ST IMPROVEMENTS CONFLICT WITH EXISTING FACILITIES AND WORK IN THE DETERMINED LOCATION SHALL STOP

15. ANY ALTERATIONS OR VARIANCES FROM THE PLANS, EXCEPT MINOR ADJUSTMENTS IN THE FIELD TO MEET EXISTING CONDITIONS, SHALL BE REQUESTED IN WRITING AND MAY NOT BE INSTITUTED UNTIL APPROVED BY THE CITY ENGINEER OR REPRESENTATIVE. ACTUAL SPECIFICALLY ON THE CITY ENGINEER'S MODIFICATIONS.

16. INSPECTION BY THE CITY INSPECTOR SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR OF HIS/HER OBLIGATIONS TO COMPLETELY AND DILIGENTLY PERFORM ALL WORK IN COMPLIANCE WITH THE APPROVED PLANS AND SPECIFICATIONS

17. ALL ELEVATIONS SHOWN ON THE PLANS ARE ESTABLISHED BY LOCAL BENCH MARKS. SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE.

18. ALL 90° AND 45° P.C.C. SHALL BE SMOOTH UNLESS OTHERWISE SPECIFIED

19. NO DRIVEWAY, PARKWAY, CURB AND GUTTER SHALL BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER IN WRITING

20. ALL UTILITIES SHALL BE INSTALLED, INSPECTED, TESTED AND APPROVED BY THE APPROPRIATE UTILITY COMPANY PRIOR TO PAVING. PROOF OF SUCH INSPECTION/APPROVAL SHALL BE SUPPLIED TO THE CITY INSPECTOR OR REPRESENTATIVE

21. IRRIGATION LINES WITHIN ANY CITY STREET SHALL HAVE A 30" MINIMUM COVER FROM FINISH SURFACE UNLESS THAT INFORMATION HAS BEEN APPROVED BY THE CITY ENGINEER IN WRITING TO BE ENCASED IN CONCRETE OR BEDDED IN A SPECIAL CONCRETE CHANNEL.

22. THE CONTRACTOR SHALL COMPACT THE UPPER TWELVE INCHES OF SUBGRADE TO A MINIMUM RELATIVE DENSITY OF 90 PERCENT RESPECTIVELY PER ASTM 1556 (NZ TESTING METHOD) OR AS DIRECTED BY THE ENGINEER

23. SUBGRADE MATERIAL PLACED FOR CURB, GUTTER, DRIVEWAY APPROACHES AND SIDEWALKS SHALL BE TO A RELATIVE COMPACTION OF 90 PERCENT.

24. ALL PORTLAND CEMENT CONCRETE (PCC) REMOVALS, INCLUDING BUT NOT LIMITED TO CROSS GUTTERS, CURBS, DRIVEWAY APPROACHES, SIDEWALKS AND SPANDRELS SHALL BE MADE BY REMOVING AND REPLACING THE ENTIRE SECTION BETWEEN JOINTS. IF ANY UTILITY CUTS ARE MADE IN PCC IMPROVEMENTS, THE ENTIRE SECTION SHALL BE REMOVED AND REPLACED

25. CONCRETE SIDEWALKS, PATIOS AND GUTTERS, OR OTHER CONCRETE STRUCTURES WHICH WILL NOT BE SUBJECTED TO VEHICULAR TRAFFIC SHALL BE DAMPCURED FOR A PERIOD OF AT LEAST SEVEN (7) DAYS FOLLOWING PLACEMENT OF THE SAID CONCRETE STRUCTURE. FOR DRIVEWAYS, CROSS GUTTERS, CONCRETE OR OTHER STRUCTURES WHICH WILL BE SUBJECTED TO VEHICULAR TRAFFIC, THE CONTRACTOR SHALL USE CONCRETE CONTAINING FOUR SACKS OF CEMENT AND ADDITIVES THAT PROVIDE HIGH EARLY STRENGTH AS NEEDED TO UTILIZE EARLIEST USE OF CONSTRUCTED CONCRETE, AS LARGELY AS PRACTICABLE BEFORE PLACING OF CONCRETE. THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM THE CITY ENGINEER FOR TRAFFIC USE TO BE PERMITTED SUBJECT TO TWENTY FOUR HOURS WITH THE PLACING OF CONCRETE.

26. ALL TRAFFIC CONTROL DEVICES AND SIGNS SHALL BE IN PLACE AND APPROVED BY THE CITY PRIOR TO PAVING. DELINEATION SHALL BE COMPLETED PRIOR TO STREET OPEN.

27. THE CONTRACTOR SHALL NOT PLACE ASPHALT CONCRETE PAVING UNTIL SUBGRADE OR AGGREGATE BASE HAS BEEN INSPECTED AND APPROVED BY THE CITY AND SHALL INCLUDE A COPY OF THE CERTIFICATION OF BASE/COMPACTION BY THE GEOTECHNICAL ENGINEER

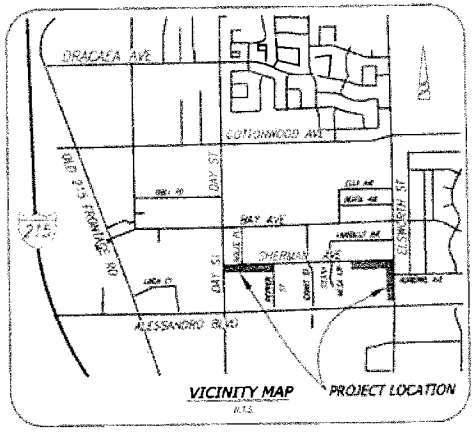
28. THE CONTRACTOR SHALL PLACE THE FINISH (CAP) COURSE PAVING AFTER ALL BATCH COURSE PAVING HAS BEEN COMPLETED. TACK COAT SHALL BE PLACED BETWEEN ALL COURSES OF PAVING.

29. THE CONTRACTOR SHALL ADJUST WATER VALVE COVERS TO FINISH GRADE DURING PAVING, LOCKER AFTER PAVING, AND THREE WEEKS

30. BLUE DOTS SHALL BE INSTALLED TO INDICATE THE LOCATION OF ALL HYDRANTS.

31. ALL TREE BRANCHES OVER-HANGING THE SIDEWALK SHALL BE TRIMMED CLEAR TO A MINIMUM HEIGHT OF 10 FEET ABOVE FINISHED SURFACE/DRIVING SURFACE AND BRANCHES OVER HANGING THE ROADWAY SHALL BE TRIMMED CLEAR TO A MINIMUM HEIGHT OF 16 FEET

32. ALL IRRIGATION SHALL BE BLUE-COVER TRAINING IMPROVEMENTS, AND REPLACED WITH THE SAME STANDARD OF MATERIALS OR HIGHER. ALL LANDSCAPING SHALL COMPLY WITH THE CONTRACT DOCUMENTS



VICINITY MAP
N.T.S.
PROJECT LOCATION

PLAN INDEX

TITLE SHEET		1 OF 7
CONSTRUCTION NOTES, INDEX MAP AND DETAILS		2 OF 7
TYPICAL STREET SECTIONS AND EXPANSION DETAILS		3 OF 7
STREET IMPROVEMENT PLANS - SHERMAN AVENUE	STA 22+07.46 TO STA 33+29.38	4 OF 7
STREET IMPROVEMENT PLANS - SHERMAN AVENUE	STA 30+00.71 TO STA 36+09.33	5 OF 7
STREET IMPROVEMENT PLANS - ELSWORTH STREET	STA 10+65.39 TO STA 15+08.61	6 OF 7
STREET IMPROVEMENT PLANS - SHERMAN AVENUE	STORM DRAIN IMPROVEMENT AND DRAINAGE DETAILS	7 OF 7

UTILITY COMPANIES

EASTERN MUNICIPAL WATER DISTRICT (EMWD)	(951) 928-3777
RIDE SERVICES MUTUAL WATER COMPANY	(951) 653-8419
EDGEMONT COMMUNITY SERVICES DISTRICT (ECSD)	(951) 653-3120
VERIZON (FORMERLY GTE)	(800) 922-6094
SOUTHERN CALIFORNIA EDISON COMPANY (SCE)	(800) 655-4555
SOUTHERN CALIFORNIA GAS COMPANY (SCG)	(909) 335-7555
TIME WARNER (TWC)	(951) 245-3877
TRAFFIC SIGNAL MAINTENANCE (CITY)	(951) 413-3110
UNDERGROUND SERVICE ALERT	(800) 227-2600
RIVERSIDE TRANSIT AGENCY (RTA)	(951) 780-3164
RIVERSIDE COUNTY FLOOD CONTROL DISTRICT (RCFCD)	(951) 955-8170
SUNESYS LLC	(951) 278-0400
QWESTAR SOUTHERN TRAILS PIPELINE	(800) 761-0569
MORENO VALLEY UTILITIES ADMINISTRATION	(951) 413-3500
SPECIAL DISTRICTS ADMINISTRATION	(951) 413-3480

DECLARATION OF DESIGN ENGINEER OF RECORD

I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF DESIGN OF THESE IMPROVEMENTS, I ASSUME FULL RESPONSIBILITY CHARGE FOR SAIDS DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF MORENO VALLEY IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THE PLANS COMPLY WITH CITY PROCEDURES, APPLICABLE POLICIES AND ORDINANCES. THE PLAN CHECK IS NOT A DETERMINATION OF THE FEASIBILITY, ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS, SUCH PLAN CHECK DOES NOT, THEREFORE, RELIEVE ME OF MY RESPONSIBILITY FOR DESIGN OF THE IMPROVEMENTS. AS ENGINEER OF RECORD (E.O.R.), I AGREE TO INDEMNIFY AND HOLD THE CITY OF MORENO VALLEY, THE MORENO VALLEY HOUSING AUTHORITY, AND THE MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES OR INJURIES TO ANY PERSON OR PROPERTY WHICH MIGHT ARISE FROM THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD.

I ALSO HEREBY DECLARE THAT I HAVE EXAMINED THESE PLANS WITH ALL APPLICABLE A.D.A. AND TITLE 24 REQUIREMENTS FOR DISABLED ACCESS FOR THE PUBLIC PROJECT, AND THESE PLANS ARE IN FULL COMPLIANCE WITH THESE REQUIREMENTS

THOMAS C. GRAILEY — R.C.E. 61817 — 3/18/15 DATE

NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN FIELD BY THE CONTRACTOR. NO FINAL ANY NECESSARY REQUIREMENT CAN BE MADE IN ACCURATE AND/OR FINAL IN THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT ON RECORD OR NOT SHOWN ON THESE PLANS.

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE INVITING BIDS" OF THE CONTRACT SPECIFICATIONS.

DATUM STATEMENT

DIGALERT — 1-800-227-2600 — 2 Working Days Before You Dig

BASIS OF BEARING

BENCH MARK

CITY OF MORENO VALLEY APPROVALS

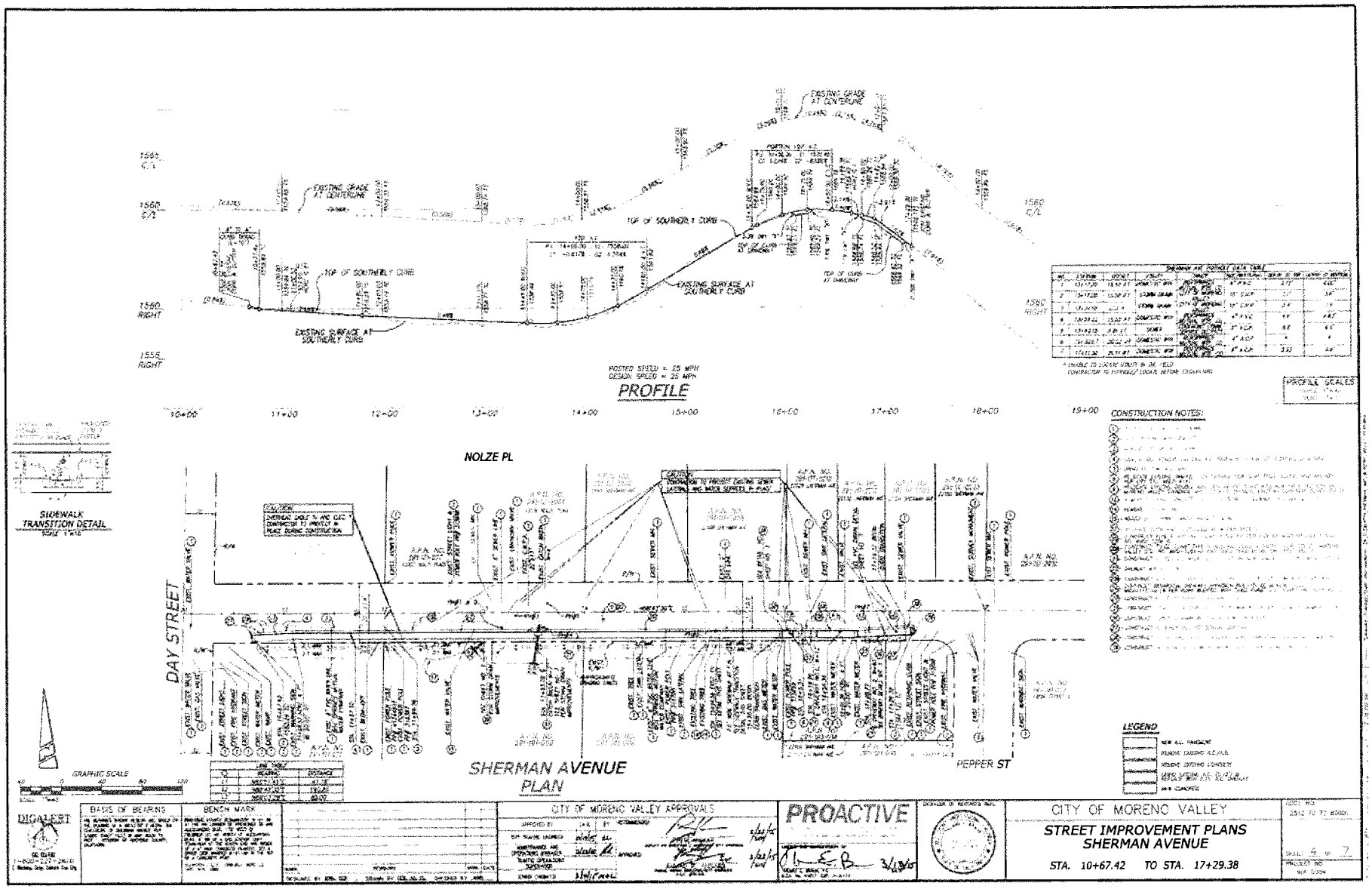
PROACTIVE

CITY OF MORENO VALLEY
STREET IMPROVEMENT PLANS
ELSWORTH STREET AND SHERMAN AVENUE
TITLE SHEET

ACCT NO
2012 70 77 80001

SHEET 1 OF 7

PROJECT NO.
801 0059


PROFILE
POSTED SPEED = 25 MPH
DESIGN SPEED = 25 MPH
EXISTING GRADE AT CENTERLINE
TOP OF SOUTHERLY CURB
EXISTING SURFACE AT SOUTHERLY CURB
1561 C/L
1560 C/L
1560 RIGHT
1559 RIGHT
10+00
11+00
12+00
13+00
14+00
15+00
16+00
17+00
18+00
19+00
PROFILE SCALES
CONSTRUCTION NOTES:
SIDEWALK TRANSITION DETAIL
NOLZE PL
DAY STREET
SHERMAN AVENUE
PLAN
PEPPER ST
GRAPHIC SCALE
LEGEND
DIGALERT
BASIS OF BEARING
BENCH MARK
CITY OF MORENO VALLEY APPROVALS
PROACTIVE
CITY OF MORENO VALLEY
STREET IMPROVEMENT PLANS
SHERMAN AVENUE
STA. 10+67.42 TO STA. 17+29.38

SECTION 00400
BID FORM

NAME OF BIDDER:_____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

Teed Street Storm Drain Improvement Project (PW2011.06)

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

BID SCHEDULE

Bid Item No.	Bid Item Description	Unit of Measure	Est. Qty	Unit Price	Total Item Cost
1.	Remove existing drainage catch basin	EA	2		
2.	Remove existing 33" RCP	LF	5		
3.	Construct A.C pavement replacement per SPPWC Std. Plan 133-3	SF	4158		
4.	Construct 6" Curb with 18" wide gutter, Type "A2-6" per SPPWC Std. Plan 120-2	LF	10		
5.	Construct 8" Curb with 18" wide gutter, Type "A2-8 per SPPWC Std. Plan 120-2	LF	15		
6.	Construct 4" Sidewalk per OCPW Std. Plan 1205. Color and finish to match existing	SF	154		
7.	Construct Portion of Flared Driveway per OCPW Std. Plan 1210. Color and finish to match existing	SF	59		
8.	Construct manhole per SPPWC Std. Plan 321-2-OC.	EA	2		

9.	Construct 18" RCP Pipe (1250D)	LF	52		
10.	Construct 30" RCP pipe (1750D)	LF	726		
11.	Construct Pipe Outlet drain inlet per detail on plans	EA	1		
12.	Construct Catch Basin Type 1 inlet per OCPW Std. Plan 1301	EA	2		
13.	Construct Brick and Motor Plug per detail on plans	EA	1		
14.	Construct Junction Structure Type III per SPPWC Std. Plan 322-2	EA	1		
15.	Construct transition structure per SPPWC Std. Plan 340-2	EA	1		
16.	Remove and replace Traffic Striping, Markings and Legends	LS	1		
17.	Install Type E Traffic Loops	EA	4		
18.	Remove Existing Shed	LS	1		
TOTAL BID AMOUNT IN FIGURES					

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the City may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

TOTAL BID PRICE (BASED ON BID SCHEDULE):

$ _____

Total Bid Price in Numbers

SECTION 200 – ROCK MATERIALS

SECTION 201 – CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1.1 General. The same brand type, source of cement, and aggregate shall be used for all Portland Cement Concrete.

201-1.1.2 Concrete Specified By Class and Alternative Class. Portland Cement Concrete shall be Class 520-C-2500 for Curb, Pavement, Gutter, sidewalk and Class 560-C-3250 for Pipe Collars, Pre-Cast Manhole components, Catch Basin, Sidewalk Culverts. Also Storm Drain pipe bedding shall be Class 450-C-2000.

201-1.2.1 Portland Cement. Type II cement shall be used.

201-1.2.5 Fly Ash. The use of fly ash will not be allowed.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203–6.1 General. [Add the following to the end of the subsection]:

Asphalt concrete pavement used shall conform to the following designations:

PG 64-10 D2 for AC Leveling Course
ARHM GG-C2 for ARHM Finish Course

SECTION 207 - PIPE

207-2 REINFORCED CONCRETE PIPE (RCP) (Bid item No. 9 and 10)

207-2.1 General. The Engineer does not waive the pipeline layout and connector pipe list requirements. The Engineer requests plant and process qualifying data to be provided.

207-2.9.2 D-Load Bearing Strength Test. Replace the first sentence of the first paragraph with the following:

"Pipe to be D-Load tested may be selected at random by the Engineer"

Payment for REINFORCED CONCRETE PIPE shall be per Linear Feet (LF). The contract unit price shall include full compensation for furnishing labor, tools, equipment, and materials necessary for doing the work, complete in place, and no additional compensation will be allowed.

SECTION 300 - EARTHWORK

SECTION 302-1 – ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT (Bid item No. 3)

302-5.1 General

PG70-10 B For Asphalt Concrete

All removals of AC shall be sawcut on the full perimeter to a minimum depth of 4-inches Asphalt Concrete shall be constructed per the provisions of this Subsection of the Standard Specifications, except as modified herein.

Diesel fuel shall not be used for cleaning within the limits of this project.

All residue shall be completely removed and disposed of in a safe and legal manner. Prior to the placement of any asphalt, the street surface shall be thoroughly cleansed to remove all loose deposits of material. Cleaning shall be performed by hand broom, pressurized are hose or street sweeper. If water is used, the pavement shall be completely dry before the application of any asphaltic materials. The City may have a use for the material removed. In such instances, the material shall be hauled to locations designated by the Engineer at no additional cost to the City.

302-5.4 Tack Coat

Tack coat shall not be applied on the surface of pavement, but only on the vertical face of joints. Joints shall be thoroughly swept clean immediately prior to applying tack coat.

Apply SS-1H tack coat uniformly in two coats of 0.20 gallons per square yard each with full "break" in between.

302-5.5 Distribution and Spreading

The Contractor shall remove and replace localized street areas (dig-outs) as specified on plans and marked by the Engineer.

All work shall conform to sections 203 and 302-5 of the SSPWC except as modified herein. The application temperature of asphalt shall conform to section 203-1.4 and distribution and spreading shall conform to section 302-5.5 of SSPWC.

Patches shall be filled with a asphalt concrete mix the same day as excavated.

All AC repairs shall be finished to a grade flush with surrounding pavement at all edges and shall be flat across the top surface in all directions such that the finish surface and surrounding roadway surface meet the requirements of 306-5.2, except for irregularities that may exist in adjacent pavement areas not repaired.

If wet or unstable subbase material is encountered, the Contractor shall immediately notify the

 BIDDER'S NAME: _____

CITY OF LAGUNA NIGUEL
TIER 2 ENTRY IMPROVEMENTS AT CROWN VALLEY PARK
CASH CONTRACT NO. 15-04

PROJECT BID SHEET

The Contractor shall complete this Project Bid Sheet for use only by Agency for comparison of bids and compensation to the Contractor for this project. The Contractor shall submit a balanced bid. The estimated quantities and itemized descriptions listed in the Project Bid Sheet are supplied to give an indication of the general size of the work. The accuracy of the estimated quantities is not guaranteed. Unit prices are intended to be the basis for additions, deletions or substitutions to the work, if required. Final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. Lump sum prices and/or quantities shall be considered all inclusive and shall not be considered for price and/or quantity adjustment. The work to be performed shall include, but not be limited to, the items described. The bid shall include the furnishing of labor, services, tools, equipment, materials, appurtenances, and incidentals necessary to install or complete all work contemplated per the plans and specifications.

Item	Description	Estimated Quantity	Unit	Unit Price	Total
A.	**GENERAL**				
1.	MOBILIZATION (NOT TO EXCEED 2% OF CONTRACT PRICE)	1	LS		
2.	DEVELOP CONSTRUCTION WATER	1	LS		
3.	SWPPP/WQMP IMPLEMENTATION (ENTIRE SITE)	1	LS		
4.	EROSION CONTROL (ENTIRE SITE)	1	LS		
5.	CONSTRUCTION FIELD OFFICE	1	LS		
6A.	TRAFFIC CONTROL	1	LS		
6B.	SURVEYING	1	LS		
6C.	SECURITY TIME-LAPSE CAMERA SYSTEM	1	LS		
7.	INSTALL TEMPORARY CHAIN-LINK FENCE	4,067	LF		
8.	INSTALL TEMPORARY ORANGE TRAP FENCING	1,262	LF		
	SUBTOTAL A:				
B.	**DEMOLITION (ENTRANCE IMPROVEMENTS)**				
9.	CLEARING AND GRUBBING	3.33	AC		
10.	REMOVE AND DISPOSE OF EXISTING 4" PCC SIDEWALK	6,553	SF		
11.	REMOVE EXIST TREE (INCLUDING TRUNK AND MAJOR ROOT SYSTEMS)	49	EA		
12.	REMOVE AND DISPOSE OF EXIST CONCRETE V-DITCH	1,247	LF		
13.	REMOVE AND SALVAGE EXIST FENCE	132	LF		
14.	SAWCUT, REMOVE AND DISPOSE OF	835	SF		

PROACTIVE

ENGINEERING CONSULTANTS

a different kind of company

QA/QC PLAN

ELSWORTH STREET AND SHERMAN AVENUE

MORENO VALLEY

WHERE DREAMS SOAR

October 1, 2014

Quality Assurance/Quality Control Plan for Elsworth St. and Sherman Ave.

The Proactive Team QA/QC lead, Per Hernholm, will complete the **independent** review of alignment studies, alternative design options, the report of project issues, and plans and reports prepared by the various team members for:

- Roadway
- Survey/Survey Cross Sections
- Utility Coordination
- Mapping
- Drainage
- Environmental
- R/W Definition
- Geotechnical Engineering
- Cost Estimates
- Specifications

Per Hernholm will be involved at the project kick-off stage and initial site walk to help identify critical issues and cost effective solutions. Additionally, studies and reports will be checked at 35%, 65%, 95%, and 100% for bidability and the "Three C's":

- **Construction Cost**
- **Constructability**
- **Claims avoidance**

As appropriate, formal written plan check comments from Per Hernholm, along with redline plan markups, will be provided to the various team members. The written comments and plan markups will be saved to document the QA/QC process. These archives will be available to the City at any time they request.

Mike Ng will also be conducting internal, as well as cross practice area, QA/QC.

All applicable QA/QC steps stated below will be completed at each review (including previously completed QA/QC). For example, all reasonably applicable 35% QA/QC steps will be re-visited at the 65%, 95% and 100% submittals. PROACTIVE (Per Hernholm) will review all plans to ensure the following with each designated submittal:

35% QA/QC Review:

Ensure the accuracy of supporting plans and estimates for PSM, technical provisions outline, alignments, ROW and easement needs, Hydrology and Hydraulics calculations.

- All required record drawing information is up-to-date and properly utilized
- Any available geotechnical information and ensure it is properly utilized
- City title blocks and current standards are utilized
- Topographic information and record drawing information are in agreement
    - Survey is complete and boundaries are established.
- All required potholing information is available and utilized. Note any areas where additional potholing may be beneficial
- Correct project number is utilized throughout the plan set
- City ROW and any existing easements are shown accurately and have been investigated thoroughly
- Evaluate details for constructability and accuracy
- Ensure all utilized notes are present on details sheet
- Plan sets are clear and legible
- Accurate drawing scale, north arrow and vicinity map are shown
- Verify that the conceptual layout is accurate per City direction
- Stationing is accurate and page breaks occur successively (no missing portions of the improvements)
- Plans have addressed any preliminary comments from utility companies per coordination meetings and all are on-board
    - Any utilities that may need to be relocated/abandoned are agreed upon
    - Any comments from other interested parties have been evaluated (police, fire, etc.)
- Construction/Demolition notes are correctly applied
- Storm drain and roadway alignments are correct (both horizontal and vertical)
- Surface structures are clearly and accurately presented
    - Striping
    - Signal pole locations
    - Existing and proposed locations of access ramps
    - Existing utilities (fire hydrants, manholes, electrical pull boxes, telephone poles etc.)
- Curb and gutter lines to centerline dimensions are accurate
- Intersection and corner radius information is accurate
- Parcel delineation with site address and parcel number is accurate
- Conceptual work is complete and design is ready to proceed into PS&E
- Design schedule with required critical path is accurate
- Applicable hydrology and hydraulics reports are accurate for current design stage
- Utilities initial investigation is complete and tracked using utility response matrix
- Required environmental documentation is completed and accurate

65% QA/QC Review:

35% review comments addressed and level of detail increased for 65% submittal. PROACTIVE will ensure any ROW issues have been resolved and that plans, specifications and the Engineers Estimate are accurate.

- Ensure horizontal and vertical alignments are accurate and complete.
- All ROW and easement information is correct and ownership has been confirmed.
- All plan check comments from the 35% review have been addressed.
- All existing utility conflicts have been resolved
    - Any updated station/alignment information is correctly displayed across all sheets
- Comments matrix with responses to 35% submittal is complete and accurate.
- Level of detail for 65% submittal is clearly presented
- Preliminary Engineer's Estimate is compared to project budget (reality check)
- Any applicable special provisions outline is established and based on City's format
- Quantities are reasonably accurate for design stage

95% QA/QC Review: Plans, specifications and estimates complete and ready for final review. Plans shall be evaluated for bidability, claims avoidance and constructability.

- Bid documents are accurate and clearly presented
- Applicable special provisions and general provisions are completed and accurate
- Liquidated damage calculations is complete
- Engineers Estimate is complete
- Response to comments matrix is complete
- All plan sets (each sheet) has current stamp and is ready for signature

100% QA/QC Review: Plans, details, specifications and estimates are accurate and ready for signatures.

- Any comments from the 95% submittal have been addressed
- Each plan sheet is wet signed by all applicable parties
- Final specifications package is complete in City format

X. APPENDICES

Proactive Engineering Consultants (including former IN8 Specialists) – Prime Consultant, Civil Engineering (Utilities), PG for Trails/Landscape, Specifications, Team Management

Hunsaker and Associates – Civil Engineering (Roadways), Drainage, Mapping/Survey, Project Manager and QA/QC

Clark & Green – Landscape / Irrigation

Environmental Compliance Solutions (ECS) – Navy Liaison and Coordination for monitoring wells

Morrow Management – Dry Utility Coordination, Street Lighting

TJW Engineering – Traffic Engineering

ENGEO Geotechnical – Geotechnical Engineering

Proactive Engineering Consultants

PROACTIVE

Nason Street Widening

City of Moreno Valley– Public Works
Marge Lazarus, Project Manager - *(Office) (951)413-3133*
MargeryL@moval.org
14177 Frederick Street, Moreno Valley, CA 92552-0805

Project Description:
Proactive Engineering was the prime consultant for the preliminary and final design for the 2 mile street widening of Nason Street between Fir Avenue and Cactus Avenue.

Project components included preparation of a Project Study Report (PSR), major utility undergrounding, traffic study, traffic signal modification, new traffic signal, environmental certification, and R/W appraisal and acquisition. PROACTIVE managed a team of nine Subconsultants, which included comprehensive program management in addition to the typical PS&E.

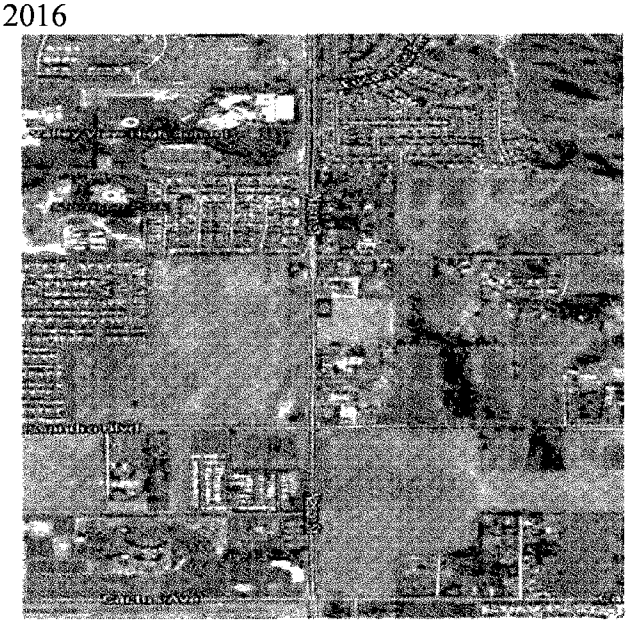
Services Performed:

- Preparation of Plans
- Specifications
- Estimates
- Drainage report/design
- SCE Rule 20 and Rule 40
- Topo/surveying of cross sections
- Utility coordination (major SCE undergrounding)
- Right of way mapping and take assessment
- SWPPP

- Managed 9 subs for Project Management, Plan checking, QA/QC, traffic, environmental assessment (MND and permitting with Army Corp, RWQCB, USFG, USFW), land take appraisal/acquisition, aerial topo and potholing

Construction Cost: $4.5M

Timing: 2012 – 2016



PROACTIVE

PA6 – Portola Springs

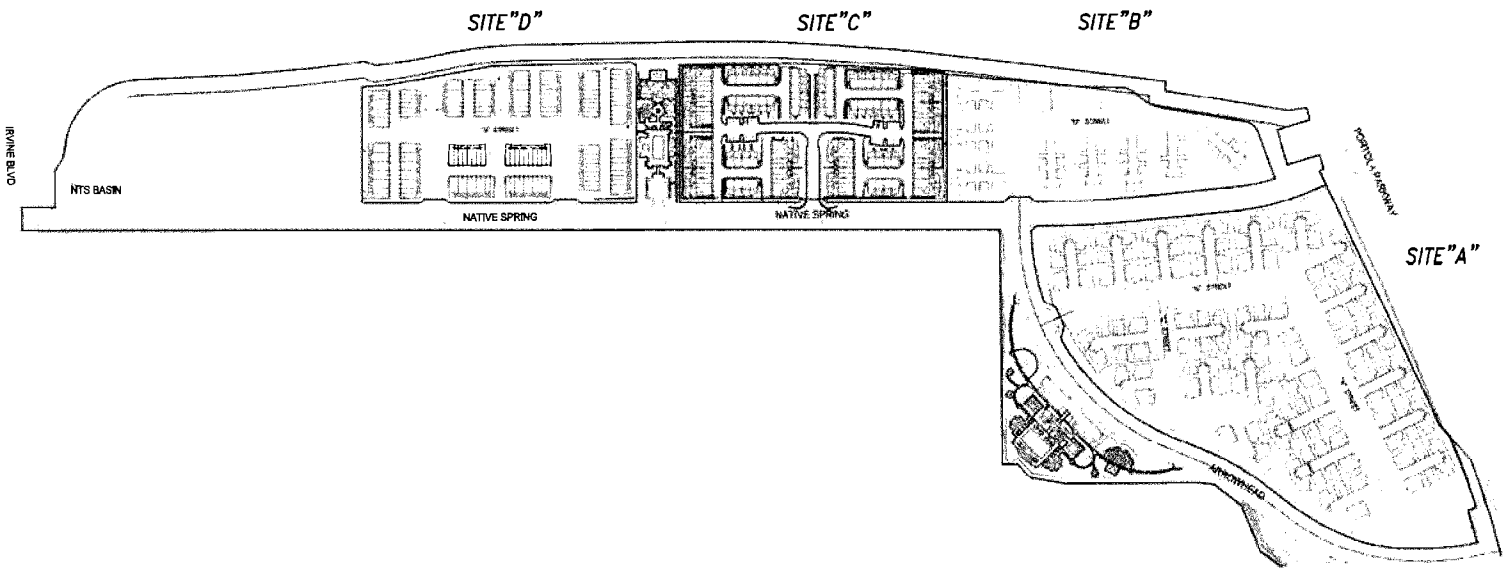
Irvine Community Development Company
Jamie Yoshida, Vice President, Engineering- *(Office) (949) 720-2702*
JYoshida@irvinecompany.com
550 Newport Center Drive | Newport Beach, California | 92660-7011

Project Description:
PROACTIVE completed the backhoe and in-tract entitlement and final engineering for a 500 unit residential community. Work effort included public and private street design, and bidding and construction support services. Project introduced five distinct future neighborhoods. Required proper planning of studies for future streets and utility.

Services Performed:
- Caltrans encroachment permit
- Full ADA compliance for both existing and proposed
- Planning for future construction for four distinct products within the community
- Department of Navy coordination for construction over a Navy Fuel line
- Flood control coordination for a bridge over a channel

Construction Cost: $20M

Timing: 2012 – 2015



PROACTIVE

Cactus Avenue Widening

City of Moreno Valley – Public Works
Prem Kumar, PW Director/Asst. City Engineer –
(Office) (310)802-5352 (Now City Engineer at City of Manhattan Beach)

Project Description:
PROACTIVE was the Prime consultant, and civil engineer completing the Preliminary Engineering and final design of a 1.8 mile, 6 lane arterial widening improvement accommodating a third lane from the I-215 to Heacock Street. As the prime consultant responsibilities involve leading the team of 8 subconsultants for maximum efficiency and collaboration. Project components include: modify 7 traffic signals, coordination with a major Caltrans interchange project (I-215/Cactus), Caltrans encroachment permit, coordination with March Air Reserve Base, soils engineering, and environmental certification.

Services Performed:
- Preparation of Plans
- Specifications
- Estimates
- Drainage report/design
- Topo/surveying of cross sections
- Utility coordination
- Right of way mapping and take assessment
- Flood control cooperative agreement
- Managed 8 subs for Project management, Plan checking, QA/QC, traffic, environmental (MND and permitting), aerial topo, potholing, soils, structural, and R/W acquisition.

Construction Cost: $3.2M

Timing:
Project Built in Two Phases:
2009 – 2013, Phase 1
2014 – 2015, Phase 2

PROACTIVE

KITCHING STREET IMPROVEMENT PROJECT

Client: **City of Moreno Valley**
Contact: **Mr. Viren Shah, PW Director/Assistant City Engineer** **(951)314-2288**
(now at the County of Riverside)
Location: Kitching Street between Gentian Avenue and Alessandro Boulevard
Moreno Valley, CA

Project Description:
PROACTIVE was the Prime consultant, and surveyor / civil engineer for the preliminary and final design for the 1.5 mile street widening of Kitching Street between Gentian Avenue and Alessandro Boulevard. The project received APWA project of the year award. Project was completed from RFP to road opening in three years.

Project components included preparation of a Project Study Report (PSR), two bridge widenings, major utility pole relocations, traffic study, traffic signal modification, new traffic signal, environmental certification, and R/W appraisal and acquisition. PROACTIVE managed a team of nine Subconsultants which included comprehensive program management in addition to the typical PS&E.

Services Performed:

- Preparation of Plans
- Topo/surveying of cross sections
- Specifications
- Estimates
- Flood control cooperative agreement
- Utility coordination (major SCE pole relocations)
- R/W mapping and take assessment
- Drainage report/design

- Managed 9 subs for Project Management, Plan checking, QA/QC, traffic, environmental assessment (MND and permitting with Army Corp, RWQCB, USFG, USFW), land take appraisal/acquisition, aerial topo and potholing

Cost: $2.3M
Timing: Completed 2011

THOMAS E. BRAUN, M.S., P.E.
PRINCIPAL IN CHARGE

Education: **MS/1986/Civil Engineering (Drainage Specialty)**
BS/1984/Civil Engineering

Registration: **1987/Professional Engineer/CA #41817**

Qualifications: Mr. Braun brings over 30 years of engineering and design experience. As Principal, he is responsible for overseeing the design teams and coordinating work efforts within the team. His duties include supervising each project's development in accordance with the contractually stipulated milestones, schedules, and budgets. His experience includes the design of public roadways, water and sanitary sewer systems, stable channel design of erodible channels, hydrology studies, EIR evaluations, project cost analysis, hydraulic design of storm water systems and siltation basins, and application of computer models in hydraulics.

PA40 - Cypress Village, Irvine, CA
The Irvine Company
Principal-in-Charge of overseeing all team members and their activities and ensuring that all of the necessary personnel, equipment, and facilities are available at all times. As Principal-in-Charge is responsible for overseeing the entitlement, surveying, mapping, civil engineering and construction observation for the 329 unit communities of Magnolia, Mulberry and Marigold in the PA40 – Cypress Village development of Irvine, CA. Work efforts include public and private street design and bidding and construction support services.

Nason Street Improvements: Moreno Valley, California
City of Moreno Valley
PROACTIVE Engineering was the prime consultant and civil engineer/surveyor for the preliminary and final design for the 1.8 mile stretch of the Nason Street Widening Project between Cactus Avenue and Fir Avenue. Project components included preparation of a Project Study Report (PSR), ADA compliance for accessible ramps/pathways, major utility undergrounding, traffic study, traffic signal modification, new traffic signals, environmental certification, and R/W appraisal and acquisition. PROACTIVE managed a team of nine subconsultants which included comprehensive program management in addition to the typical PS&E.

Cactus Avenue Street Widening Improvements: Moreno Valley, California
City of Moreno Valley
Principal in charge responsible for completing the Preliminary Engineering and Final PS&E for a 1.8 mile, 6 lane arterial widening improvement accommodating a 3rd lane from I-215 to Heacock Street. Project components included seven modified traffic signals, coordination with a major Caltrans Interchange Project (I-215/Cactus), Caltrans encroachment permit, coordination

with March Air Reserve Base (Federal), soils engineering and environmental certification, and comprehensive program management in addition to the typical PS&E.

Stonegate East, Irvine, CA
The Irvine Company
Principal-in-Charge of overseeing all team members and their activities and ensuring that all of the necessary personnel, equipment, and facilities are available at all times. As Principal-in-Charge is responsible for overseeing the entitlement, surveying, mapping, civil engineering and construction observation for the 248 unit communities of Capistrano, Los Altos, and Santa Rosa in the Stonegate East development of Irvine, CA. The project consists of multiple final maps, condominium plans, control surveys, topographic surveys, and easement coordination with various agencies including the County of Orange, Caltrans, and the United States Navy

The Irvine/Newport Coast Master Planned Community; Orange County, California
The Irvine Company
Project Engineer for this community which consists of over 9,400 acres immediately south of Newport Beach, this coastal master planned development has been planned for more than 2,400 residential units, three destination resorts, two top-ranked championship golf courses, and over 7,300 acres of dedicated open space. TKC was the master engineer for the Newport Coast development responsible for preparing the majority of the preliminary and final civil engineering design. As the infrastructure engineer, The Keith Companies completed the master plan of -

drainage, which incorporated retention facilities into the golf courses to protect downstream drainage courses located in State Park Property. Additionally, TKC designed the master water and sewer facilities, which included three domestic water reservoirs and pump stations, and three sewer lift stations. Furthermore, various land surveying and mapping services as well as archaeological analysis, inventory, and documentation was provided.

Kitching Street Improvements: Moreno Valley, California
City of Moreno Valley
Principal in charge responsible for oversight of nine Subconsultants for preliminary and final design. Project consists of widening 1.5 miles of Kitching Street between Gentian Avenue and Alessandro Boulevard. Project components included preparation of a Project Study Report, two bridge widenings, R/W Appraisal and acquisition, major utility pole relocations, environmental certification, traffic signal design, and comprehensive program management in addition to the typical PS&E.

CFD Improvements: Chino Hills, California
City of Chino Hills
Project Manager responsible for the design of $30,000,000 of infrastructure improvements including two miles of major roadway (Butterfield Ranch Road), water reservoir, sewer lift station, a Caltrans intersection with the 71 Freeway, and two miles of 24-inch waterline.

PROACTIVE

RESUMES – JOHN D. LEONARD, PE – Director

John D. Leonard, PE
Director

Qualifications
Mr. Leonard has 25 years of experience as a Civil Designer, Engineer and Manager. John specializes in the Development of Master Planned Communities. His experience includes all aspects of Land Development including CEQA, Entitlement, Master Infrastructure Planning, along with the design of required infrastructure. Additional responsibilities include the supervision of staff, directing various project team members, coordination with outside consultants and agencies, maintaining schedules and budgets.

Education and Professional Development
Bachelor of Science Degree in Civil Engineering
California State Polytechnic University, Pomona, 1992

Registration
California Professional Licensed Civil Engineer, 1996

Project References:
Great Park Neighborhoods
City of Irvine, CA – August 2006 to Present
As a Project Director, Mr. Leonard's main focus is the Master Planning of backbone and Regional infrastructure to support the approximate 3300 acre development of the Great Park Neighborhood and Orange County Great Park (OCGP). This has included the supervision and completion of two Master Plans of Drainage with the County of Orange Flood Programs. Coordination with IRWD on the completion and subsequent updates to the PA 51 SAMP along with the construction of the Regional Flood Control Facilities, IRWD capital facilities and portions of Marine Way. Additional duties include coordination with the various governmental agencies including the City of Irvine, OCTA, County of Orange, Caltrans, Metro Link, Department of Navy, the Orange County Great Park (OCGP), IUSD and various private entities. Under Mr. Leonard's supervision included the design of a portion of Marine Way (Sr 133 to GP1) along with Bee Canyon Channel, Sewer Reach "B" and Zone C RW all within the OCGP.

Great Park Neighborhoods
Michael Baker International (formerly RBF Consulting) – June 1996 to March 2015
As Vice President of Land Development for the Great Park Master-Planned Community Neighborhood in the City of Irvine and as the overall Project Director for Michael Baker International, Mr. Leonard's responsibilities included coordination with the project team and the various consultants. John was responsible for the development of the backbone infrastructure required to support the development of approximately 3300 acres of City/OCGP and the Great Park Neighborhood. Additional duties included the design of needed infrastructure improvements, assistance in the construction bidding, cost budgeting and the coordination with field construction.

PROACTIVE

College Park
City of Chino
Mr. Leonard was the key project Manager for the SUNCAL development of College Park in the City of Chino. The project included 2200 dwelling units, offsite improvements, CEQA, A and B level Tentative Maps, regional and community parks, a recreation center and the San Bernardino County Flood Control Channel (Cyprus Channel). Mr. Leonard's project team was responsible for the design of all required improvements including public utilities, rough grading plans, traffic improvements and water quality basins. Additional duties included due diligence for home builder purchases, park precise grading plans, home buyer exhibits and budgets.

Capital Group Development
City of Irvine
As the project manager, Mr. Leonard was responsible for the civil site design for the Capital Group in Irvine. The project included 800,000 square feet of core office space, 4 multi-level parking structures, Cogen plant, and a cafeteria and security building. Duties included the design of drive access isles, surface parking lots, walkways, path of travel, area drain system, water quality features, public and private wet utility design and grading. Additional duties included the coordination with the general contractor to review shop drawings, field conditions and phasing of construction.

Talega Development
San Clemente
As a project engineer, Mr. Leonard was involved in all aspects of development for the Talega Master Planned community in San Clemente. Duties included tentative mapping, grading design, golf course construction coordination, and regional drainage design and backbone improvements.

PROACTIVE

RESUME – JEFF LANGDON, PE – Senior Engineer

Jeff Langdon, PE
Project Manager/Lead Engineer

Qualifications

Mr. Langdon has 32 years of experience as a Civil Designer, Engineer and Manager. Mr. Langdon has diverse experience with the development of Master Planned Communities. He has a broad range of civil engineering experience involving all aspects of grading, hydrology and hydraulics, storm drain, roadway, sewer, water, retaining wall, erosion control and precise grading design for private developments and public works facilities. His expertise includes project scheduling, quality assurance, and production of preliminary engineering reports for concept review and approvals and construction support. Mr. Langdon has over one year of on-site design professional experience at Caltrans District 12 office that provided extensive exposure to Caltrans design standards

Education and Professional Development

Bachelor of Science Degree in Civil Engineering
University of Nebraska, Lincoln, 1984

Bachelor of Science Degree in Architecture
University of Nebraska, Lincoln, 1984

Registration

California Professional Licensed Civil Engineer, 1987, License #C42429

Project References:

Great Park Neighborhoods

City of Irvine, CA – August 2012 to Present
As project manager/lead engineer, Mr. Langdon's focus was preparation of improvement plans and construction support for Five Points field staff for infrastructure projects on the 3300-acre development of the Great Park Neighborhoods and Orange County Great Park (OCGP). Additional duties include coordination with the various governmental agencies including the City of Irvine, OCTA, County of Orange, Caltrans, Metro Link, Department of Navy, the Orange Country Great Park (OCGP), various private entities. Mr. Langdon has provided supervision for the design of a portion of Marine Way (Sr 133 to GP1) along with Bee Canyon Channel, Sewer Reach "A" & "B" and Zone C Reclaimed Water all within the OCGP and Agua Chinon Phase 1, 2 & 3 and District 7 mitigation plans.

Great Park Neighborhoods

Michael Baker International (formerly RBF Consulting) – July 1997 to January 2015
As project manager/lead engineer for the Great Park Master-Planned Community Neighborhood in the City of Irvine, Mr. Langdon's responsibilities included coordinating with the project team and the various consultants and agencies on the project. Mr. Langdon was responsible for leading the design team and quality control of the projects and working with the field staff to assist in support of project construction. Additional services included hydrology, hydraulics, street, storm drain, sewer, water, traffic control, grading, corrosion control design, demolition plans of existing facilities, shop drawing, review, bid assistance and cost budgeting.

PROACTIVE

Blackstone Community
City of Brea, CA
As project manager/lead engineer, Mr. Langdon was responsible for the preparation of final plans and estimates for all phases of 800-acre, 781-unit Blackstone development that consists of seven defined planning areas in a 15-acre regional park and 1-acre dog park in the hills of northeast Brea. The project is located within an active oil field with more than 250 operating oil wells and an on-site gas processing/cogeneration plant. The project integrates the residential units among the existing oil wells, within the seven defined planning areas. The complexity of the project required Consultant and the project team to address not only the traditional challenges of infrastructure improvements in hillside development with extensive grading, storm water retention, and water quality, but also vaulting and abandonment of oil wells, methane gas mitigation, rerouting of oil facilities, management of oil impacted soil, oil seeps mitigation, and proposed oil field operational issues.

El Moro State Park
City of Laguna Beach, CA
As lead engineer, Mr. Langdon was involved in all aspects of the design and construction support for the conversion of an existing mobile home park into a State Park. This project was challenging in the many unknowns that came up during construction where the design was adjusted to accommodate or avoid the unknown conflict. Duties include plan preparation and approval of the park plans for grading, drainage, water quality, retaining walls, parking areas, access roads and coordination with the architect and water district.

Talega Development
City of San Clemente, CA
As a project engineer, Mr. Langdon was involved in all aspects of development for the 5400 unit Talega Master Planned Community in San Clemente. Duties included tentative mapping, mass grading, hydrology, hydraulics, Aveinda Pico and Avenida Talega design, storm drain, sewer and water design, golf club house grading, golf course rough and precise grading and construction support including rough grade certifications.

PROACTIVE

RESUMES- STEVE CHIU, P.E.

Steve Chiu, P.E.
Director of Engineering

Education: **B.S. Civil Engineering from California State University Long Beach, Long Beach, California**

Additional Educational Courses: **Highway Design, Hydrology and Highway Drainage Design, Construction Contract Administration, PSMJ Training Program, Management Action Program**

Registration: **California Registered Civil Engineer – RCE #29048**

Affiliations: **American Society of Civil Engineers – OC Branch Member | Past Membership Chairman | History and Heritage Committee member**

Qualifications
Mr. Chiu has over 40 years of experience in the management and design of civil/infrastructure engineering projects for both public and private sector. As a hands-on project manager/engineer who has strong technical background and experience in a wide variety of projects Mr. Chiu also has experience in all phases of a project – from project planning, preparation of PS&E, bid document coordination to construction. Strong areas for Mr. Chiu include: project management and oversight experience on complex civil engineering projects including street, highway, bridge, flood control facilities, sewer and water distribution systems, site grading and improvements, recreation parks, agency capital improvement and assessment district projects. As a designer and manager, Mr. Chiu has also coordinated multi-million dollar projects for government agencies and private industry, which entail good field experience and thorough understanding of the construction aspects of projects.

Raymond Avenue Grade Separation Project
Fullerton, CA,
Mr. Chiu prepared the study and design for the realignment of the sewer and water systems for a depressed roadway crossing under the BNSF railroad tracks.

Commercial Development – Sewer and Waterline relocation
City of Santa Ana,
Mr. Chiu prepared the PS&E for the relocation of sewer and water lines to accommodate the street widening and site development requirements for a national drug store chain

Turtle Ridge Residential Development – Sewer / Water / Reclaimed Water Master Plan
Irvine, CA,
Mr. Chiu as a Project Manager led a design team to provide master planning and final design for all the sewer, water and reclaimed water facilities for the residential development.

Harbor Boulevard
Santa Ana, CA,

RESUMES- STEVE CHIU, P.E. CONTINUED....

Mr. Chiu prepared the PS&E for 5000-feet of replacement sewer line to accommodate

construction of a large diameter storm drain facility within a major arterial highway. Due to crossing conflicts, an inverted siphon was incorporated into the sewer design. This project is located in a high traffic volume commercial area which requires special considerations for business interruptions, access and right-of-ways.

City of San Clemente Sewer / Street Pavement Rehab Projects
San Clemente, CA,
Mr. Chiu prepared PS&E's for several sewer/pavement rehab projects for the city. Mr. Chiu provided engineering services for field recon and reports, conceptual design and recommendations, final design and estimates, bid assistance to city staff for procurement of construction contract and engineering support during construction.

Orange County Sanitation District – Trunk Sewer Replacement Project
City of Costa Mesa,
Mr. Chiu prepared the PS&E for 1000-feet of trunk sewer line to increase the service capacity for the Orange County Performing Arts Center and adjacent hotels and high density residential development.

Representative Project Experience- Land Development

- Laguna Altura Planned Community and Parks
- Shady Canyon Planned Community - Master plan layout and design of storm drain, catch basins, sewer, water, reclaimed water (Capital and distribution).
- Turtle Ridge Planned Community – Master plan layout and design of storm drain, catch basins, sewer, water, reclaimed water (Capital and distribution).
- Dana Point Headlands Planned Community (City of Dana Point)
- Brightwater residential development (City of Huntington Beach)
- Woodbury Planned Community (City of Irvine)
- Rancho Santa Margarita- various communities (City of RSM)

Representative Project Experience – Caltrans and Grade Separation

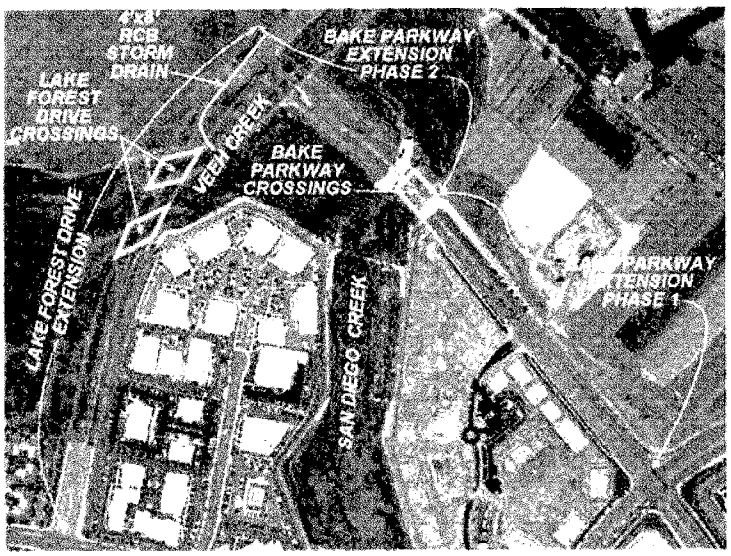
- Familiar with various Caltrans Manuals such as Highway Design, Construction, Traffic, Water Quality, Local Assistance Projects, Project Study, Project Reports, Storm Water Data Report etc.
- Eastern Toll Road (SR 261) Design-build project, Blind Canyon drainage design, plans, calculations and estimates.
- I-5/Sand Canyon – Arterial highway widening and ramp modifications, drainage, storm water data report (City of Irvine)
- I-5/405/605 HOV Flyover, widening, ramp modifications, drainage channel modifications, drainage calculations, storm water data report (County of Orange)
- 405/Laguna Canyon Road – Laguna Road widening, storm water, encroachment permits. (City of Irvine)
- 405/McArthur Blvd. Bridge and Ramp Widening (City of Irvine)

Hunsaker and Associates

A.D. 87-8 Irvine Spectrum 5 Bake Parkway/Lake Forest Drive Roadways Extension and Bridge Over-Crossings at San Diego and Veeh Creeks

Irvine, California

Design of Primary Arterial Roadway Extensions, 3 Bridges and Creeks Drainage Crossings



Scope of Work

- A.D. Street Improvement Plans
- Major Arterial Circulation/Geometrics Bridges Design (3 Each) (Sub-consultant Cho Design Associates)
- Multi-Agency Coordination: ACOE, SCE, County Flood Control, State Fish & Game
- SCE 66KV Transmission Line Relocation
- Major Drainage Channel Flood Control, Design Veeh & San Diego Creeks
- SWPPP/WQMP
- Rough Grade Plans
- ***Surveying:*** Construction Staking

Project Description

Hunsaker & Associates' Assessment District design responsibilities included preparation of plans and specifications for a 2,200 LF extension of Bake Parkway, a primary arterial road. The work consisted of a 140-foot bridge spanning San Diego Creek and all drainage design for ultimate flood control channel. As part of the same project, we prepared plans and specifications for a 2,300 LF for Lake Forest Drive, including two 140-foot bridges spanning Veeh Creek & Veeh Tributary I crossings, and ultimate Flood Control Channel improvements.

Additional project features were relocation of SCE 66KV lines, design of a soft bottom, wildlife compatible rip-rap trapezoidal channel, close coordination with the environmental consulting team and regulatory agencies such as U.S. Army Corps of Engineers, State Fish & Game, Southern California Edison, County of Orange Flood Control District, and the City of Irvine.

Bake Parkway Phase 1 was completed in 2007. Bake Parkway/Lake Forest Drive Phase 2 improvement plans are complete. Roadways opened March, 2013.

Client
Irvine Company
Jamie Yoshida, VP Engineering
550 Newport Center Drive
Newport Beach, CA 92660
(949) 720-2702

Construction Cost
$19 million

Agencies
City of Irvine
1 Civic Center Plaza
Irvine, CA 92623
Mr. Mark Carroll
City Engineer
(949) 724-6410

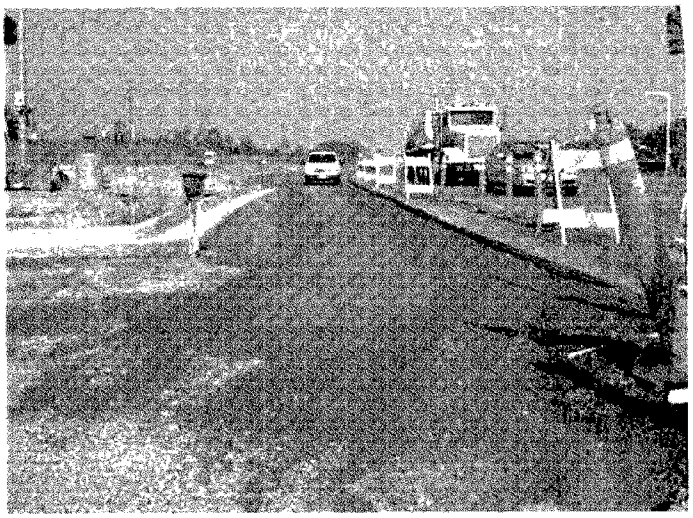
Southern California Edison
1327 S. Grand Avenue
Santa Ana, CA 92705
(714) 973-5414

Orange County Flood Control
District Facility F-20
300 North Flower Street, 7th Floor
Santa Ana, CA 92703
(949) 834-5060

Irvine Center Drive Widening

Irvine, California

Portion of A.D. 87-8 Project



Scope of Work

- Lane Widening
- Channelization Island
- Extend Storm Drain
- Signal Modification
- Adjust Utilities

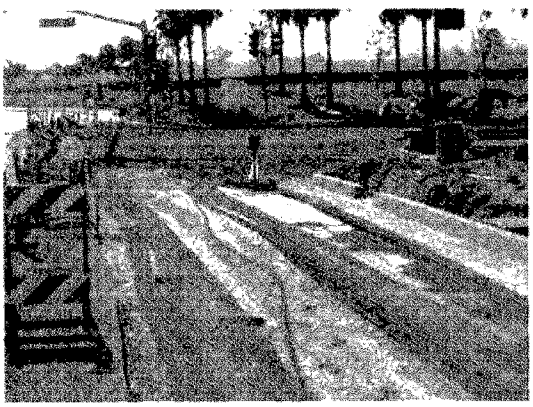
Project Description

The extension of Bake Parkway through the intersection with Irvine Center Drive required the widening (1,000 LF) of the southbound approach of Irvine Center Drive from Hubble intersection to provide a third through lane, a bike lane, and a free right turn lane with a crosswalk traffic channelization island to protect pedestrian movements. Hunsaker & Associates Irvine, Inc. performed a half street cross-section survey of Irvine Center Drive, completed an analysis of the street cross-section data and intersection detail, and prepared final improvement plans. Final improvements included pavement sawcut and removal, cold-milling, variable asphalt overlay, curb and gutter pavement construction, and a transition taper to align the free right turn movements. Utility adjustments, traffic signal modification, signing and striping, and storm drain catch basin reconstruction where included in the final improvements. Project was completed in 2006.

Client
Irvine Company
Jamie Yoshida, VP Engineering
550 Newport Center Drive
Newport Beach, CA 92660
(949) 720-2702

Agency
City of Irvine
Mark Carroll, City Engineer
1 Civic Center Plaza,
Irvine, CA 92623
(949) 724-6410
mcarroll@ci.irvine.ca.us

Project Cost: $100,000



Irvine Boulevard Street Widening/Rehabilitation

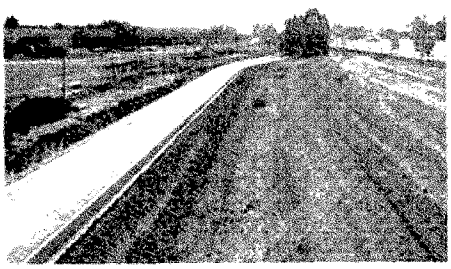
Irvine, California

Street Improvement Plans for 0.65 Mile Major Arterial Highway

Scope of Work

- Arterial Highway Widening
- Highway Precise Grading
- Existing Pavement Structural Section Rehabilitation
- Construction Staging/Traffic Control
- Traffic Signals/Signing and Striping
- Erosion/Sediment Control
- Construction Specifications/ Estimates
- Encroachment Permitting

Project Description



Irvine Boulevard was constructed by the County of Orange as a major arterial highway with two to four lanes with room for a future raised median and additional travel lanes.

The El Toro Marine Base closure brought portions of the land on either side of Irvine Boulevard to Heritage Fields Development in conjunction with the City of Irvine Great Park project. H&A has designed improvement plans in three phases to widen Irvine Boulevard to a six (6) lane major arterial highway from the State Route 133 to 800 feet west of Alton Parkway for a total of 14,000 linear feet. The road widening and median improvements project is a condition of Heritage Fields of residential development.

Design included pavement rehabilitation of existing pavement by cold-milling and variable ARHM cap to correct cross-fall gradients deficiencies and meet current City minimum standards. Street was also widened on each travelway varying from 10 to 35 feet to create a 6-lane major arterial highway with raised landscaped median and five new intersection traffic signals.

Engineering Design: March 2012 through October 2015. Phase I construction was completed July, 2013 and Phases II and III are currently under construction.

Client
Heritage Fields at El Toro, LLC
Kory Lynch, PE Director of Engineering
25 Enterprise, Suite 400
Aliso Viejo, CA 92656
(949) 349-1069

Agency
City of Irvine
Mark Carroll, City Engineer
1 Civic Center Plaza
Irvine, CA 92612
(949) 724-6410

Firm Overview

Hunsaker & Associates Irvine, Inc. (H&A), established in 1976, is a California Corporation. Our company is a full-service civil engineering firm with headquarters in Irvine and branch offices in Riverside, Palm Desert Los Angeles and San Diego.

Staff

H&A Irvine headquarters has a staff of over 200 professional engineers, planners, surveyors, administrative and support personnel including 36 RCE, 9 EIT, 17 PLS, and 6 LSIT. Our strength lies in the company's experience and versatility. Personnel include professional engineers, land surveyors and designers who prepare projects from preliminary concept to construction plans with accompanying final mapping, governmental processors with public sector experience, and project managers skilled in production of improvement plan functions and the art of moving a project through its various stages design and construction to ultimate completion.

Professional Services Offered

H&A provides professional services to both public and private sector clients, including: local, state and federal agencies; residential, industrial and commercial land developers; water districts, municipalities; private land owners; consulting engineering and architectural firms; and contractors. The following describes our major areas of work:

Engineering Services: Since 1976, H&A has worked with both public and private sector clients to design water and wastewater infrastructure, public roadways, flood control channels and other backbone infrastructure for numerous cities projects throughout Southern California. We provide concise, cost effective, and accurate plans and reviewing of plans for public improvements to local agencies. Our capabilities include transportation infrastructure, water, sewer, and storm drain design; lift station, pump station, and reservoir design; water and sewer master planning; transportation planning and engineering; hydraulic, hydrologic and sedimentation engineering; assessment district engineering; construction engineering management; and re-development agency engineering.

Land Surveying and Mapping Services: Our survey team of licensed land surveyors, field crews, and office support personnel provide a comprehensive range of state-of-the-art surveying for our clients, combining traditional surveying techniques with advanced surveying technology. The mapping department at H&A is staffed with licensed surveyors who have extensive experience with preparation and interpretation of legal descriptions and mapping procedures. Our field crews are fully equipped with the most sophisticated survey instruments available. Some of our capabilities include boundary & property surveys, record of survey, field surveys, construction staking, A.L.T.A. surveys, topographic and aerial control survey, and GPS surveying.

Planning and Environmental Services: Specific plans; environmental analysis; urban design; master plans; re-use and redevelopment planning; site/land use planning; community planning; general plans; entitlement-to-use processing; regulatory permits; and public information programs.

Governmental Relations Services: H&A's capabilities include entitlement processing; issues management; community outreach programs; public presentations; marketing; project management; development issues and processing project coordination; and negotiations.

Related Professional Services: Computer-aided design and graphics; earthwork quantity cost estimates; cost/quantity estimates; visual analysis and media services; graphic design and illustration; Geographic Information Systems (GIS)/Land Information Systems (LIS); and Automated Mapping/Facilities Management.

Kamal Karam, E.V.P, *Roadway Oversight*

Credentials
BS California Polytechnic University, Pomona, 1984, Civil Engineering

Mr. Karam has been in the Civil Engineering/Land Development Industry in Southern California for over 34 years. His responsibilities include project coordination with clients and governmental agencies, as well as budgeting, invoicing, and scheduling of projects with his clients and staff. Mr. Karam is currently responsible for the ultimate design of several major subdivision projects within Orange, Riverside, and Los Angeles counties. Mr. Karam supervises a staff of Engineers, Designers, Draftsmen, and a team of Governmental Relations experts for the preparation and processing of all final engineering drawings including final maps.

Project Experience

- *Great Park Neighborhoods (aka El Toro Marine Air Station), Life-long Learning District, Transit Oriented District, Park District, Irvine, CA (Principal in Charge)* – Project consists of 2,800 dwelling units, 3,700 acres of residential, commercial, industrial, parkland, educational institutions, and a train station. Mr. Karam is responsible for the management for both the Transit Oriented District section of the former El Toro Marine Base and the LifeLong Learning District. His responsibilities include the management of concept designs, preparation of tentative and final maps, preliminary design and cost estimates, and ultimately will oversee along with his project managers the preparation of construction documents for all backbone and master improvements of the areas within these 1,500 acres.
- *Tustin Marine Corps Air Station Re-Use Planning Area 15, Tustin, CA (Principal in Charge)* – Project includes implementation of the re-use program to mixed use and conventional residential development for the 800 acres project; provide coordination with City of Tustin, Redevelopment Agency and Client.

David Frattone, P.E., *Quality Assurance/Quality Control*

Credentials
BS California State University, Long Beach, 1971, Civil Engineering

California, 1975, Registered Civil Engineer No. 24695 (pre-1982 Surveying)

Mr. Frattone has been involved extensively in land development and related public works infrastructure civil engineering over the past 45 years. His design experience encompasses all facets of this diversified engineering discipline. Mr. Frattone is very familiar with development of significant master planned community and large Assessment District/CFD projects. He has been involved with the steering and management of many distinctive projects in southern California and over 36 miles of prominent arterial roadways and highway widenings designed under his purview. His extensive design experience is widely complemented by his involvement in such diversified civil engineering projects.

Mr. Frattone has a solid understanding of field construction requirements, which allows for integration of practical construction parameters into the overall project design. His knowledge of construction helps to ensure a high degree of compatibility between project design and current construction procedures.

Project Experience

- *Irvine Spectrum 5, A.D. 87-8 Bake Parkway/Lake Forest Drive Roadway Extensions, Irvine, CA*: 4/5 mile arterial roadways/infrastructure extension, ultimate channel improvements, three 140' single span bridges and relocation of 1,500 LF 24-inch IRWD reclaimed water main and 2,500 LF 66 KV overhead S.C.E. transmission power lines.
- *Laing Forster Ranch/Master Planned Communities, San Clemente, CA*: Infrastructure improvements for arterial roadway extensions, mass and remedial grading for hillside development (17 million CY), community transportation interior streets network and supporting infrastructure facilities including 3 on-site detention basins, sewer lift station, 20-inch transmission water main, and relocation of 12 kv overhead electrical lines.
- *Irvine Spectrum 3, Irvine, CA*: 0.3 miles of Technology Drive extension to SR-133 Laguna Freeway crossing – secondary arterial superelevated 4-lane to 2-lane "narrowing" transitioned roadway to facilitate site physical constraints and future connection to Jeffrey Road via Spectrum 6 development per City of Irvine Transportation Master Plan. All subdivision backbone sewer, water and storm drain infrastructure designs are included.

Vojtech Safranek, P.E., *Associate Project Manager*

Credentials
BS University of California, Irvine, 2004, Civil Engineering

California Professional Engineer No. 73196

California Emergency Management Agency

Disaster Service Worker Volunteer, ID# 66255, Exp. 4/30/15

Mr. Safranek has 13 years of experience in the Civil Engineering Industry in Southern California. His design experience includes grading, sewer and water pipeline infrastructure, tentative tract map preparation and roadway improvements. His management responsibilities include key roles in project coordination with clients, sub-consultants and governmental agencies, as well as preparing contract specification documents, cost estimates and performing field construction observation.

Project Experience

- *Irvine Spectrum 5 Bake Parkway/Lake Forest Drive Assessment District Roadway Extensions, Irvine, CA*: Multi-phase rough grading design and coordination of roadway, bridge and channel designs for major and primary arterial highway extension including three channel improvements and three 140' single span bridges. Provided design for 1,500 LF 24-inch IRWD reclaimed water main relocation and coordinating the relocation of 2,500 LF 66 KV overhead S.C.E. transmission power lines.
- *Grading, Street, Sewer and Water Design, 4-Acre 8 Lot Estates Site, Rancho Santa Margarita, CA*: Hillside rough grading plan, designed street improvements including sewer, domestic water and non-domestic water.
- *Sycamore Creek Non-Potable Water Main, Corona, CA*: 8,000 LF Non-potable water main design installed in existing streets of Sycamore Creek Development.

Gary Guan, P.E., *Storm Drain Improvements*

Credentials
MS, Clemson University, Clemson, South Carolina 1999, Water Resources and Applied Fluid Mechanics

California, 2003, Registered Civil Engineer No. C64519

Mr. Guan has over 27 years of experience in a broad range of civil engineering. As a project engineer, he was heavily involved in various projects relating to all phases of hydrology analysis, design of flood control, erosion control, storm-water system and detention and water quality basins. He is also experienced in erosion and sedimentation analysis of river and watershed systems, and in master drainage planning. His experience also involves numerous projects with CLOMR (Conditional Letter of Map Revision) and LOMR (Letter of Map Revision) application through FEMA. Mr. Guan uses a full range of computer software in his design, including hydrology programs, AES hydrology and the Corps of Engineers HEC-1, HEC-2, HEC-6 and HEC-RAS program, the Los Angeles County Flood Control District's WSPG water surface program and two-dimensional hydraulic analysis program FLO-2D.

Project Experience

- *Heritage Fields (El Toro Marine Air Station), Irvine, CA*: Provided preliminary hydrology/hydraulic, water quality analysis. Provided Master Plan of Drainage (MPD) updates for Bee Canyon, Agua Chinon, Borrego Canyon, Serrano Creek, Marshburn Channel and San Diego Creek. This project encompasses approximately 3,700 acres of residential, industrial, parkland, educational institutions, and a train station. Drainage issues are always the challenges and need master planned coordination and determination.
- *Tustin Legacy Park (Former Tustin Marine Base), Tustin, CA*: Provided hydrology, hydraulic, storm drain design, erosion control and bio-swale calculations for the whole 1,000-acre project site. This is a relatively flat site with the high water surface elevations at Peters Canyon Wash where the site drains to. Solutions have been found to resolve the drainage issues. The resolutions have been adopted by both City of Tustin and City of Irvine.
- *Irvine Spectrum 5 Bake Parkway/Lake Forest Drive Roadway Extensions, Irvine, CA*: Provided hydrology update for Veeh & Canada Creeks within San Diego Creek Watershed, hydraulic and channel design for one 140-ft bridge spanning San Diego Creek drainage crossing ultimate flood control channel improvements and two 140-ft bridges spanning Veeh Creek & Canada Creek crossings with ultimate drainage channel flood control facilities improvements. The hydrology/hydraulic analysis, channel designs has been approved by both Orange County Flood Control District and City of Irvine.

Vu Tran, P.E., *Roadway Design*

Credentials
MS California State University, Fullerton, 2011, Structural Engineering

BS California State University, Fullerton, 2009, Civil Engineering

California Professional Engineer No. 81316

California Office of Emergency Service

Safety Assessment Volunteer, ID# 66971, Exp. 5/31/20

Mr. Tran has over 7 years of experience in the Civil Engineering industry. The overall highlights of Mr. Tran's career include responsibility for the preparation of engineering design and construction-related services. His design experience includes grading, new roadway improvements, existing roadway widening, roundabout design, potable and non-potable water improvements and sewer improvements.

Project Experience

- *Heritage Fields (El Toro Marine Air Station), Irvine, CA*: Provided preliminary and final engineering design for over 15 miles of backbone roadway widening, roadway improvements and roundabouts design.
- *Saddle Crest (Tract 17388), County of Orange, CA*: Prepared hillside roadway improvements and wet utility improvement plans for the development of Tract 17388. Prepared off-site improvements to widen 1,700 LF of existing Santiago Canyon Road.
- *Crescendo, Palm Springs, CA:* Prepared hillside roadway improvements and wet utility improvement plans for the development of Tract 31766. Prepared off-site improvements to widen 2,900 LF of existing roadway fronting the project.

Robert Wheeler, P.L.S., *Right-of-way/Title Analysis/Legals*

Credentials
California Professional Land Surveyor P.L.S. No. 8639, Expires 12/31/09

B.S. Civil Engineering, California State Polytechnic University Pomona

Mr. Wheeler has over 16 years of experience in Land Surveying being involved in boundary resolution, horizontal control, encumbrance maps, topographic mapping, ALTA mapping, preparation of legal descriptions, lot line adjustments, record of surveys, subdivision maps, condominium conversions, new condominium project developments, and preparation of other survey related exhibits.

Project Experience

- *A-Town/Platinum Triangle, Anaheim, CA*: Surveys, final maps, and right-of-way dedication and vacation documents.
- *Bake/Lake Forest Extension, Irvine, CA*: Legal descriptions for right-of-way dedication, grant deeds, vacations and quitclaims of easements, new easements and right-of-way.
- *Douglass Park, Long Beach, CA*: Legal description for storm drain easements and street dedication.
- *Heritage Fields, Irvine, CA*: Record of Survey, legal descriptions for CFD's, Grant Deeds, easement vacations, right of way, and other various purposes.

Hourly Rate Schedule

HUNSAKER & ASSOCIATES IRVINE, INC.

2016 – 2017

Principal	**$**	**180 /Hour**
Project Manager	**$**	**156/Hour**
Land Surveyor/Engineer	**$**	**146/Hour**
General Office Staff	**$**	**138/Hour**
Field Survey Two-Person Crew	**$**	**226/Hour**
Field Survey Three-Person Crew	**$**	**280/Hour**

The above rates are for all professional staff. We do not bill for secretarial or other office support personnel. We also do not bill for computer time and minor copying.

It should be noted that our fee does not include the cost of reproductions, computer plotting or deliveries. Outside services will be invoiced directly to you through your suppliers or at cost plus 15% when invoiced through Hunsaker & Associates Irvine, Inc.

Invoicing will be on a monthly basis and payable within 30 days after receipt of our invoice. Should payment not be received within thirty (30) days, a one and one-half percent (1½%) per month late fee will be charged on any unpaid balance. Our standard hourly rate is subject to an increase on July 26, 2017.

All travel lodging, meals, onsite transportation, auto, or truck rental and fuel costs are reimbursable to H&A at cost plus 15% in addition to the stated fees.

Offices Located In:

Irvine
3 Hughes
Irvine, CA 92618
(949) 583-1010
(949) 583-0759 FAX

Los Angeles
26074 Avenue Hall
Suite 22
Valencia, CA 91355
(661) 294-2211
(661) 294-9890 FAX

Riverside
2900 Adams Street
Suite A-15
Riverside, CA 92504
(909) 352-7200
(909) 352-8269 FAX

San Diego
9707 Waples Street
San Diego, CA 92121
(858) 558-4500
(858) 558-1414 FAX

(f\c\rates-02.doc)

Clark & Green

Robert B. Clark, Jr.

Principal

Education

B.S. Landscape Architecture
California State Polytechnic University,
San Luis Obispo, 1979

Registrations

Landscape Architect, CA #4233

Affiliations

American Society of Landscape Architects

Analogous Projects

Great Park Neighborhoods, Irvine
Project landscape master plans, design features and sustainable design guidelines, district streetscapes and open space

Talega Planned Community, San Clemente
Master plan and construction documents for large Master Planned Community including streetscapes, parks, aquatic facilities, trails and open space

Woodbury/Stonegate/Orchard Hills/Eastwood
Various parks, streetscapes and residential neighborhood design for The Irvine Company within the City of Irvine

Boeing Corp.
Douglas Park, Long Beach
Master landscape design standards and guidelines for 350 acre R&D commercial and mixed use development

City of Anaheim
Disney Resort Streetscapes

As Principal of Clark & Green Associates, a full service landscape architectural firm established in 1987, Robert Clark brings 36 years of professional experience to Clark & Green Associates.

He graduated with honors from California State Polytechnic University, San Luis Obispo, in 1979 with a Bachelor of Science Degree in Landscape Architecture.

Prior to forming Clark & Green Associates, Mr. Clark worked with Peridian Group Landscape Architects and with the Sea Ranch Master Association on its coastal development project.

His work is quite varied ranging from urban design and public spaces to restoration and mitigation. Much of Mr. Clark's career has been spent working with master developers in the design of large-scale public and private open space and communities. Since Clark & Green's inception, Mr. Clark has advocated and integrated native California and drought tolerant planting design into projects.

Bob Clark has also worked with public agencies, fire authorities and homeowner associations to facilitate an appreciation of our southern California native landscape heritage.

Kevin D. Lange
Senior Associate

Education
Masters of Landscape Architecture
California State Polytechnic University, Pomona, 1995

Registrations
Landscape Architect, CA #4564

Affiliations
American Society of Landscape Architects

Analogous Projects

The Great Park Neighborhoods
Master planned community around the Great Park of Orange County.

Coto de Caza
Master planned equestrian and golf community in inland Orange County, CA.

Talega
Master planned golf and beach community in San Clemente, CA. A 3,500 acre residential development with 3 recreational pool facilities of various sizes, 11 miles of hiking trails and 3 large community parks.

The Avenue
Master planned pedestrian friendly community in Ontario, CA centered on the theme of pedestrian movement through trails and parks.

Mr. Lange, a member of Clark & Green Associates for 20 years, maintains the position of Senior Associate and Director of Information Technology for the firm.

A graduate of California State Polytechnic University, Pomona, Mr. Lange received his bachelors degree in Landscape Architecture in 1995.

As a registered Landscape Architect (#4564) and licensed General Contractor in California, Mr. Lange has worked on a variety of projects including large scale residential developments and master planned communities, streetscapes, habitat restoration and parks. Currently, Mr. Lange is project manager for The Great Park Neighborhoods including Irvine Blvd. improvements adjacent to the new Portola High School, The Great Park Blvd., Marine Way and Ridge Valley streetscapes as well as district wide streetscapes and trails.

SUMMARY OF SIMILAR PROJECTS WITHIN LAST FIVE YEARS

Great Park Neighborhoods

Preparation of project master plans, design features, sustainable design guidelines, district streetscapes, trails and open spaces.

Client: Five Point Communities
Contact: Mr. Bruce Lewis
(949) 349-1056

The Orange County Great Park
O.C.F.A. Firestation #20

Preparation of conceptual through final landscape and irrigation plans for Firestation #20 off of 8th Street.

Client: The Irvine Co.
Contact: Mr. Scott Jones
(949) 720-2911

The Villages of Irvine - The Irvine Company

Preparation of design and landscape master plans for various parks, streetscapes, trails and open spaces within the villages of Woodbury, Stonegate, Orchard Hills and Eastwood.

Client: The Irvine Co.
Contact: Mr. Richard Roy
(949) 720-2430

Santiago Hills II Planned Community, Orange

Preparation of landscape master plan and design guidelines including streetscapes, parks, trails and open space

Client: The Irvine Co.
Contact: Mr. Richard Roy
(949) 720-2430

Environmental Compliance Solutions (ECS)

Enviro Compliance Solutions Inc., (ECS)

1. Brief listing of quals for this project

   Enviro Compliance Solutions Inc., (ECS) an established SDB has been providing environmental consulting services to the various federal, state, and local city clients from past fifteen (15) years. ECS is very familiar with the Navy's Shallow Groundwater Unit (SGU) Groundwater Remediation System at Former MCAS El Toro. ECS was involved in installation of extraction wells, associated utilities, including Operation and Maintenance of the SGU system. ECS has written various Findings of Suitability to Transfer (FOST) documents related to transfer of Navy's parcel to Five Point Communities Inc., (FPC). ECS has intimate knowledge of the Navy's easements, existing groundwater monitoring wells, extraction wells, and SGU utilities such as electrical, communication, and groundwater piping. From past 5 years, ECS has provided similar environmental consulting services to various contractors working at the former MCAS El Toro in identifying Navy's SGU system utilities, coordination with the Navy for obtaining permits/approvals, and preparation of technical documents. ECS provides cost effective and safe approach/solutions to protect Navy's SGU system components during on-going construction activities including field inspection and verification that Navy's SGU system components are protected while construction/redevelopment work was completed. ECS has established trust with the Navy and the City of Irvine at former MCAS El Toro regarding environmental consulting, permitting work.

   ECS historical knowledge and personal involvement of Dhananjay Rawal in conducting environmental remediation and clean up at former MCAS El Toro from 1995 is unparalleled. Dhananjay has intimate knowledge of all the Navy's environmental remediation components and has Navy's trust in coordination of construction work.

   ECS Scope for this project based on the review of design drawings, it shows there are 5 Navy wells will be affected by landscape design including 4 Navy SGU system utilities that will be crossed. Also, there could be some coordination required for Navy's 12KV line. ECS estimates that coordination and permitting with the Navy including field inspection will be required from the Navy during this work.

   ECS assumes 45 hours for Dhananjay Rawal at Rate of $140/hr = $6,300 and 30 hours for Michael Deklotz at $125/hour = $3,750, so total estimate is for $10,050

2. Key personnel (see exh F, page 7-2) - Completed

3. Insurance policy (if not already on file with City (page 7-4) – Completed.

4. Fee estimate – see exh C – See attached Rate Sheet

5. Cash Flow of work – see exh D for WBS – N/A

6. Rate schedule (can be abbreviated for only people working on the project) - Included

Enviro Compliance Solutions Inc., (ECS)

7. Resumes – brief. Hilite Great Park area and City of Irvine or similar experience. Keep it brief! – Dhananjay Resume is attached.

8. Brief list/summary of similar projects completed in past 5 years. Include client contact info

Great Park Project for Five Point and Lennar at Former MCAS El Toro from 2011 to present

ECS is providing Environmental Coordination and Permitting support to the Five Point Communities and the Lennar Corporation at former MCAS El Toro regarding coordination and permitting with the Navy for protection of Navy's SGU Remediation System components. ECS has prepared numerous Project Environmental Review Form (PERF) documents including Technical Memorandums/Plan for protection, relocation, and/or abandonment of Navy's components, so that redevelopment construction can continue and Navy's SGU utilities are protected. ECS has obtained permits/approvals from the Orange County Health Care Agency (OCHCA), Department of Toxic Substance Control (DTSC), and Regional Water Quality Control Board (RWQCB). ECS works very closely with Derek McGregor (DMC Engineering) in coordination of any work related to the City of Irvine including removal of Orange County Great Park Sign which was placed on top of the Navy SGU utilities. ECS worked very diligently to remove this huge sign and its posts embedded with concrete and all over Navy utilities without compromising Navy utilities. ECS continues to protect Navy monitoring, extraction wells and SGU remedial system utilities during development construction activities and continue to provide support to the Five Point and Lennar.

Five Point Communities POC – Jim Werkmeister (Phone Office (949) 349-1084 and E-Mail jim.werkmeister@fivepoint.com

9. Staff present workload as a % of available to perform work (see top of page 1-5) – Available.

10. Backlog curve to show available staff days (see top of page 1-5)

11. Litigation record past 5 years (see page 1-5) - None

12. Conflict of interest form filled out (Exh H) – None as we don't have any direct work with the City of Irvine.

Professional Profile (Summary)

Dhananjay Rawal, PE (Env, Az), REM, GPM-b, CPESC, QSP/QSD
E-Mail: drawalecs@gmail.com
Phone (949)-413-6486

Areas of Expertise

Developed, implemented, and maintained Environmental QA Management Program for SR-91 Design/Build (DB) transportation project. Natural Resource Management, Environmental (Air, Water, Hazardous Waste) Compliance Monitoring, Permitting, Remediation of groundwater, Environmental Inspections, Stormwater compliance, Wildlife Biology and Habitat Restoration, CEQA / NEPA documentation in support of large scale infrastructure projects and worked on numerous prestigious DoD and DOE Projects related to Environmental Restoration.

Years of Experience

27 years

Overview

Mr. Rawal is experienced in natural resource management and environmental compliance for analysis, permitting, and implementation of large scale environmental restoration and infrastructure projects. As a senior QA Environmental Lead his specific experiences are in conducting environmental compliance and mitigation measures, environmental resources mitigation measure development, implementation, compliance monitoring (air, water, hazardous waste), and remediation of soil, groundwater, and waste. His project experience is varied and extensive. It includes environmental compliance and CEQA/NEPA documentation for major freeway project, DoD installation restoration, and water resource construction projects. Mr. Rawal has developed and implemented technical implementation plans for native revegetation, storm water pollution prevention (SWPPP), and waterbody and wetland construction. His multidisciplinary management experience has include staff development, mentoring and business development. Mr. Rawal has technical experience with air, water, storm water, and hazardous waste management throughout the southwestern U.S. and additional project work throughout the country. Mr. Rawal has effective management skills to provide strong, proactive client service, profitability, and a positive working environment.

Professional Registration / Certifications

- Professional Engineer, Certificate (Environmental) from the State of Arizona.
- Certified Professional in Erosion and Sediment Control (CPESC) Certificate No. 7853
- Qualified SWPPP Developer & Practitioner (QSD/QSP) Certificate No. 25018
- Certificate of Completion AQMD Rule 1403, Certificate No. 367188
- Registered Environmental Manager (REM) licenses from NREP 2002.
- Certified Green Project Manager, GPM-b from GPMG, January 2014

Specialized Training

- Fundamental of Inspection Practice ITS Berkeley 2015
- AQMD Rule 1403 Compliance Training, 2014
- Certificate on Construction Quality Management (CQM) for Contractors by USACE

- Desert Tortoise Council Workshop – Survey and Monitoring - 1995
- Member of American Society of Quality (ASQ) & ASCE
- ASQ Certified Quality Auditor (CQA) Training On-Going, Certification by December 2009.
- Introduction to UFP QAPPs (CECOS 2009),
- Sampling and Laboratory Testing (CECOS 2009)
- EMS General Awareness (CECOS 2009)
- EPA Low Flow Sampling Field Training (OHM 1995, 1999,2004) QED (2005 & 2008)
- EnSys Field Method Certification Training (OHM 1995)
- Quality Assurance Requirements, DQQ (SW Division), 1998
- Preparation of SAP/QAPP/DQOs (OHM 1995, 1999, 2004)
- Desert Tortoise Council Workshop – Survey and Monitoring - 1991, 1995
- SEDD/ADR/EDMS Training (LDC 2009)
- EPA/DTSC Snap Sampling Field Training (ProHydro 2009)

Professional Recognition

- Letters of Commendations and Quality Award from Riverside County Transportation Commission (RCTC) and Atkinson Walsh for Environmental Program 2015.
- Chief of Naval Operations (CNO) Environmental Restoration Award in 2011 from Admiral Mark Ferguson, Washington D.C.
- IT National Quality Award, 1998, for outstanding contribution to the quality of a major project (MCAS El Toro), Delivery Order 65 (1998).
- Letters of Commendation from the U.S. Navy RPM, for MCAS El Toro RAC Program Project (1997, 1998, 1999, 2000, 2001, 2002, 2004).
- Letter of Commendation from the Department of Air Force for March Air Force Base IRP Site 30, March 12, 1997
- Letter of Commendation from Jacobs Engineering Group Inc. for Navy Clean Program at MCLB Barstow Military Installation (1993).
- Letter of Commendation from Jacobs Engineering Group Inc. for DFSP San Pedro Military Installation (1993).
- Letter of Commendation from the U.S. Navy for Navy Clean Program Emergency Response at MCAS Tustin Military Installation (1993).
- Letter of Commendation from the U.S. Navy on CTO 262, for Navy Clean Program at MCAS Tustin Military Installation (1993).

Education

- BS in Environmental Technology, 1988, Bombay Institute of Technology, Mumbai, India
- Certified Field Study in Pretreatment Inspection and Metal Waste Treatment, California
- State University, Sacramento; 1990
- Certificate in Solid Waste Landfill, University of Wisconsin; 1992
- Certificate Course in Hazardous Materials Management and Site Assessment/Remediation, University of California, Irvine; Extension

Professional History

- President and founder of Enviro Compliance Solutions Inc. (ECS) in 2001 to present
- Shaw E & I, Irvine, 1991 to 2001.

Experience Highlights

From 2011 to present
Great Park Project at Former MCAS El Toro, Irvine, CA

- Conducting responsibilities of Environmental Navy Coordinator for various contractors including Five Point Communities Great Park Project in Irvine related to compliance with the City of Irvine, and Department of the Navy Environmental Commitments Requirements (ECR). Responsibilities include; operation, maintenance, and optimization of Navy's Shallow Groundwater Unit (SGU) remediation system. Preparation of Project Environmental Review Form (PERF), Construction Work Plan, Technical Memorandums, Environmental Management Monitoring Plan, permitting coordination for the various construction contractors including obtaining approvals from the Navy, City of Irvine, Orange County Health Care Agency (OCHCA), Department of Toxic Substance Control (DTSC), and Regional Water Quality Control Board (RWQCB) for redevelopment work design package to protect Navy components, relocation of the Navy utility valve boxes, groundwater monitoring wells abandonment, installation of new groundwater monitoring wells, daily field inspection of field work to inspect and protect Navy's SGU components during redevelopment construction work, documentation per required ECR. Working around the Navy easement area and marking of easement.

From 2014 to present
SR-91 Corridor Improvement Project (CIP) for Atkinson-Walsh JV

- Conducting responsibilities of Environmental QA Lead for a 670-million-dollar, 12-mile long SR-91 freeway widening, design/build project in Riverside County, California. Worked on Environmental Management Plan, Environmental Check List per Environmental Commitments Requirements (ECR), and directed implementation of environmental mitigation compliance programs. QA Inspection and implementation of environmental mitigation compliance program including noise minimization, dust control (AQMD rule 403) and ACP removal, sampling, and disposal under AQMD Rule 1403, protection and monitoring of biological, paleontological, and historical resources.

  Coordinated with project engineers to document mitigation compliance for design. Coordinated and reviewed mitigation measure compliance documentation effort. Worked on environmental permit application packages, variance requests, and provided documentation to support change orders and satisfy compliance requirements with QC Environmental Manager.

  Conducted field inspections and compliance with CDFW 1602, RWQCB 401, USACE 404, USACE 408. Worked with biologist on weekly monitoring and inspections during on-going construction activities.

  Prepared, reviewed, checked, and interpretation of environmental reports on various compliance aspects of the SR-91 Project including ADL management, review of historical Phase 1 Studies

Reports, EIR, and condensed them for Environmental Commitment Requirements (ECR). Prepared check list to comply with these requirements.

Prepared Hazardous Materials/Waste Management Plan and Tracking Log to document management of hazardous materials/waste on-site.

Worked with the project biologist on Nesting bird plan and implementation and tracking including weekly Biological Meeting with the USFWS.

Worked with the Archaeologist on monitoring plan and inspection during excavation activities.

Prepared weekly and monthly Environmental Report on the compliance with the Environmental Laws and ECR.

Read and interpretation of engineering drawing and plans for ADL soil management, construction of bridges, walls, roadways. Updated stormwater BMP maps every quarter on each work areas.

Conducted storm water compliance, which involves compliance with the SWPPP Risk Level 2 Construction General Permit (CGP) and Industrial General Permit (IGP). Daily QA inspection of various project sites for BMP compliance, review and update of WQMP, field Inspection of all the BMPs at various construction sites, recommendations in implementation of proper BMPs, weekly updates of WQMP, storm water sampling, Pre and Post rain storm inspections, SMARTS documents upload, preparation of QA reports, meetings and interface with RWQCB, County of Riverside, Corona, and other local agencies. Compliance with SR-91 Project Environmental Commitments Requirements (ECR) and QA inspection of the requirements at various areas of SR-91 project.

Provided Monthly and on needed basis Training to the Field Superintendents, Foreman, and labor crew on Environmental Mitigation and Measure Plan, ECR, ADL Soil Management, Lead and Asbestos Management, Compliance with dust and noise monitoring requirements, management of petroleum and hazardous waste on the job-site, Biological Monitoring, and Environmental Sensitive Areas (ESAs) and working around ESAs.

Provided quarterly presentation to the RCTC, CT, and AWJV on the Compliance with ECRs and overall Environmental Management Program.

Prepare Requests for Proposals, Requests for Qualifications, and contracts of various sub consultants including, URS, ERSI, Waste Management, Patriot & CEM Laboratory.

Enviro Compliance Solutions Inc.
4795 Blue Mountain Drive
Yorba Linda, CA 92887
Phone: (949) 413-6486
E-mail: drawal@ecs-i.com

Professional Environmental Services Rate Schedule For 2016-2017

Enviro Compliance Solutions Inc. strives to provide the highest quality of services at extremely competitive prices. Our billing rates for various labor categories are provided below. These rates should be used for budgetary estimates and actual rates may vary by project and client.

Labor Category	Rate ($/hour)	Typical Years of Experience
Principal, President Dhananjay Rawal, PE (Env, Az), QSD	140	20+
Project Engineer Michael DeKlotz	100	18+
Word Processing/Clerical	45	8+

Mileage for vehicles used on projects will be charged out at $0.60 per mile. Direct costs, including materials, equipment, and expenses, will be billed at actual cost plus 15 percent. Telecommunication, printing, and computer use incidental to billed professional labor services will not be charged separately, unless explicitly identified in contract documentation. Photocopies will be charged out at $0.50 per standard sheet and $1.25 per color sheet.

Individual projects may be budgeted on a time-and-material basis using the above rates or contract specific rates mutually agreed upon by client and **Enviro Compliance Solutions Inc.** Our projects may also be bid based on lump sum costs.

ECS Inc., reserves the right to revise these rates at any time. The information provided in this document should be considered confidential and may not be shared with any other parties without our prior consent.

Updated 1/2016

TJW Engineering

TJW PROPOSAL: City of Irvine – Great Park Project

Scope of Work for TJW Engineering

TJW would work directly with Proactive team to prepare the traffic engineering related plans, specifications, and estimates for the project. TJW's tasks would include:

- (7.6) Roundabout Plan
- (7.16) Signing and Striping Plan
- (7.19) Traffic Control Plan
- (7.20) CCTV Camera Plan
- Traffic Index Calculations

7.6 Roundabout Plan – TJW would work with the Proactive Team in helping to prepare the concept layout for the proposed roundabout at the G Street and 8th Street roundabout based on City of Irvine traffic volumes and trip distribution provided by the City. The roundabout design would be similar in nature to the roundabouts installed in the Great Park Neighborhoods. TJW would provide a concept striping plan and provide a review of the design once completed by other team members. The final design would be incorporated into the street improvement plans by the Proactive team and final signing and striping for the roundabout would be provided by TJW in the signing and striping plans for G Street and 8th Street.

7.16 Signing and Striping Plan – TJW would initially prepare concept striping plans for the streets of G Street, 8th Street and C Street. These concepts would be shared with the team and the City in order to finalize driveway locations, lane configurations, and pocket lengths. TJW would base the concepts on the information received from the City in the RFP, traffic volumes provided by the City, and the City of Irvine's TDP design guidelines.

It is assumed that the streets of G Street, 8th Street and C Street will be constructed in phases in order to allow for the park to remain open for daily and special event use. The signing and striping plans would be designed to include both interim and final striping to accommodate the phased construction. Tie-in points between construction phases would be identified in the concept striping plans.

Once the concept plans have been accepted, TJW would prepare final signing and striping plans that would include plans for the roundabout. Because of the anticipated phased construction of the site, TJW anticipates three (3) plans sheets would be needed for this project. These plans would be prepared at a scale of 1"=40', drawn in AutoCAD. They would be designed to meet the standards of the City of Irvine and the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

7.19 Traffic Control Plan – as with the signing and striping plans, the construction of the project streets will be done in phases. TJW would work with the project team and initially prepare concept construction phasing plans to show how traffic could be maintained while the streets are under construction. It is anticipated that four (4) major construction phases would be needed on the three project streets in order to provide access at all times.

TJW would pay close attention to pedestrian traffic at the park. It is understood that many events occur at the Great Park and include children activities. The traffic control plans would include a pedestrian plan for each of the main phases of construction showing how pedestrians can get from parking lots to ball fields in a safe and logical manner.

It is anticipated that four (4) traffic control plan sheets would be needed. These plans would be prepared at a scale of 1"=40', drawn in AutoCAD. They would be designed to meet the standards of the City of Irvine and the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

7.20 CCTV Camera Plan (and Fiber Optic Plan) – it is anticipated that a CCTV camera would be installed at the G Street and 8th Street roundabout. Like other roundabouts that TJW has been a part of in the Great Park Neighborhoods, TJW would identify a location for the camera so that all-four legs and approaches of the roundabout can be clearly seen. The camera would be located so communication and power can easily be provided. TJW would work with the team to best locate the camera. The CCTV camera plan would include the camera, camera pole, communication cabinet, conduit, pull boxes, and fiber optic cable. It is anticipated that the camera communication would be connected into the central hub located within Hanger 244. The plan would show how the conduit and fiber is brought from the roundabout and connected into the communication hub at Hanger 244. The camera plan would be designed at a scale of

1"=40', drawn in AutoCAD and would adhere to the City of Irvine's Section 104 and standard plans.

Traffic Index Calculations – in order to determine a pavement section, TJW has been asked to help calculate the traffic index (TI) for the streets of G Street, 8th Street and C Street utilizing anticipated traffic volumes provided by the City. TJW would provide a TI based on Caltrans Highway Design Manual's section 602.4 where Equivalent Single Axle Loads are determined. The traffic index value would then be used in conjunction with the soil's "R" value to determine the appropriated paving section.

Brief listing of quals for this project:

TJW Engineering, Inc., located in Irvine, California, is a ***Small Business Enterprise (SBE)*** in the State of California that specializes in *traffic engineering and transportation planning.* TJW would be led by ***Mr. Thomas Wheat, PE, TE*** who has been involved in the traffic engineering profession for over twenty years designing, managing, and developing projects for both the public and private sectors. Over the last four years, Thomas Wheat and the TJW team have worked closely with Hunsaker & Associates on all of the Great Park Neighborhood backbone streets within the neighborhoods of Pavilion Park, Beacon Park, Parasol Park, District 1 and District Next. Tasks have included traffic signal plan designs, signing and striping plan design, traffic control plan designs, and traffic signal interconnect plan design. Within the Great Park Neighborhood projects, TJW has prepared over sixteen (16) traffic signal design plans, and seven (7) roundabout designs. Roadways include Ridge Valley Parkway, Irvine Boulevard, Trabuco Road, Alton Parkway, and Barranca Parkway to name a few. TJW has worked closely with City staff designing the plan sets to meet the City of Irvine's standards including Section 104 of the City's design guidelines.

Mr. Wheat has designed hundreds of traffic engineering design plans and transportation planning studies in Southern California. His versatile experience includes leading in the design of traffic signal plans, traffic signal systems, ITS, signing and striping plans, traffic control plans, and traffic calming measures. Mr. Wheat has a Bachelor of Science degree in Civil Engineering from Clemson University, South Carolina. Mr. Wheat is registered ***Professional Engineer*** in ***Civil Engineering (C# 69467)*** and in ***Traffic Engineer (TR# 2565)*** in the State of California.

Key Personnel -Exhibit F:

See attached F & G

Thomas Wheat, PE, TE

President

TJW Engineering, Inc.

6 Venture, Suite 265
Irvine, CA 92618
P: 949-878-3509
C: 949-232-7913
Tasks assigned: signing and striping plan design, traffic control plan design, roundabout plan design, CCTV camera plan design, and traffic index calculations.

Insurance Policy
See attached Exhibit F & G

Fee Estimates
See attached Exhibit C

Cash Flow of work – see exh D for WBS

Rate schedule (can be abbreviated for only people working on the project
Thomas J. Wheat, PE, TE, President/Traffic Engineer $140.00/hour
Jeff Weckstein, Transportation Planner, $100/hour
John Stallworth, Project Engineer, $100/hour
Jeffrey Chinchilla, Project Engineer, $100/hour

Resumes – brief. Hilite Great Park area and City of Irvine or similar experience. Keep it brief!
TJW Engineering, Inc., located in Irvine, California, is a ***Small Business Enterprise (SBE)*** in the State of California that specializes in *traffic engineering and transportation planning.* TJW would be led by ***Mr. Thomas Wheat, PE, TE*** who has been involved in the traffic engineering profession for over twenty years designing, managing, and developing projects for both the public and private sectors. Over the last four years, Thomas Wheat and the TJW team have worked closely with Hunsaker & Associates on all of the Great Park Neighborhood backbone streets within the neighborhoods of Pavilion Park, Beacon Park, Parasol Park, District 1 and District Next. Tasks have included traffic signal plan designs, signing and striping plan design, traffic control plan designs, and traffic signal interconnect plan design. Within the Great Park Neighborhood projects, TJW has prepared over sixteen (16) traffic signal design plans, and seven (7) roundabout designs. Roadways include Ridge Valley Parkway, Irvine Boulevard, Trabuco Road, Alton Parkway, and Barranca Parkway to name a few. TJW has worked closely with City staff designing the plan sets to meet the City of Irvine's standards including Section 104 of the City's design guidelines.

Mr. Wheat has designed hundreds of traffic engineering design plans and transportation planning studies in Southern California. His versatile experience includes leading in the design

of traffic signal plans, traffic signal systems, ITS, signing and striping plans, traffic control plans, and traffic calming measures. Mr. Wheat has a Bachelor of Science degree in Civil Engineering from Clemson University, South Carolina. Mr. Wheat is registered ***Professional Engineer*** in ***Civil Engineering (C# 69467)*** and in ***Traffic Engineer (TR# 2565)*** in the State of California.

Brief list/summary of similar projects completed in past 5 years. Include client contact info

- ***Pavilion Park Traffic Signal and Signing/Striping Plan Design*** – TJW worked closely with Hunsaker & Associates and prepared four (4) traffic signal design plans and signing and striping plans for Pavilion Park located on Irvine Boulevard, Ridge Valley and Portola Parkway.
- ***Portola High School Traffic Signal and Signing/Striping Plan Design*** – TJW prepared five (5) traffic signal plans and prepared the signing and striping surrounding the newly opened Portola High School on Irvine Boulevard, Cadence, Chinon and Merit in the City of Irvine. The project also included traffic control plan design for Irvine Boulevard providing for multiple construction phases to accommodate roadway widening and roadway improvements.
- ***Broadcom Campus Roadway Improvements*** – TJW prepared three (3) traffic signal plan design, signing and striping plans, and traffic control plans for the proposed campus along Alton Parkway between Technology and Barranca Parkway.
- ***Irvine Blvd./Ridge Valley Pedestrian Bridge in the Great Park*** – TJW prepared the temporary traffic control plans for the construction of the proposed pedestrian bridge spanning over Irvine Boulevard at Ridge Valley.
- ***Portola Parkway Pedestrian Bridge in the Village of Portola Springs*** – TJW prepared the temporary traffic control plans for the construction of the proposed bridge spanning over Portola Parkway east of Portola Springs Parkway.

Staff present workload as a % of available to perform work (see top of page 1-5)

TJW staff has been working with members on the Proactive team on a daily basis at the Great Park. We envision this project to be very similar in nature where we are able to devote time on a daily basis to work on this project.

Thomas Wheat – 20% availability
John Stallworth – 80% availability
Jeffrey Chinchilla – 80% availability

Backlog curve to show available staff days (see top of page 1-5)

Litigation record past 5 years (see page 1-5)
TJW has only been involved in two litigation cases.

One litigation case involved a drunk driver in which the accident occurred within a construction zone in the City of San Jacinto. The drunk driver was convicted and sentenced. TJW was brought into the case when the survivors of the case sued the City. TJW was named in a cross complaint with several other contractors and consultants since TJW was involved in originally preparing the traffic control plans for the project. The project is currently in mediation.

The other litigation case involved a bus stop within a construction zone in which TJW originally prepared the traffic control plans for the project. The survivors of the accident have sued Caltrans and TJW was named in a cross complaint along with other contractors and consultants. The case is still in its discovery stage.

Conflict of interest form filled out (Exh H)
We have no conflict of interest.

ENGEO Geotechnical

PROJECT EXPERIENCE

Great Park Neighborhoods TTOD—Irvine, CA
Since 2009, ENGEO has provided geotechnical, environmental, and water quality consulting services to the design team and master developer for the Great Park Neighborhoods TTOD (aka Heritage Fields) project. Services performed included geotechnical and environmental assessment reports for individual development districts, sedimentation analysis and water balance services for Agua Chinon, water resources services for Borrego Wash – Wildlife Corridor, Construction SWPPP preparation and implementation, Post-construction BMP stormwater management design and reports, and geotechnical and environmental construction observation and testing for earthwork and site improvement activities in under construction Development Districts 1 and 8. In addition, ENGEO assisted with preparing the "Soil and Geology" and "Water Quality" sections of the 2011 SEIR and 2012 SSEIR for the Great Park Neighborhoods project.

Client Contact: Lynn Jochim, Five Point Communities, 25 Enterprise, Suite 300, Aliso Viejo, CA 92656, 949-349-1000

Heritage Fields - OC Great Park Site—Irvine, CA
Since 2014, ENGEO has provided geotechnical, environmental, water quality, and construction services for the Orange County Great Park project. The approximately 688-acre area is located in the north-central portion of the former El Toro Marine Corps Air Station (MCAS) and includes Upper Bee Canyon, Bosque, Sports Park, Golf Course, and central Agricultural areas. Services performed to date include geotechnical reports, environmental abatement, Construction SWPPP preparation and implementation, Post-construction stormwater management design and reports (WQMPs), and construction observation and testing for earthwork and site improvement activities.

Client Contact: Jennifer Bohen, Heritage Fields El Toro LLC, 25 Enterprise, Suite 300, Aliso Viejo, CA, 92656, (949) 784-4235, jennifer.bohen@lennar.com

Heritage Hills Irvine—Irvine, CA
Since 2015, ENGEO has provided geotechnical, environmental, water quality, and construction services for the Heritage Hills Irvine master planned community project. The proposed 350-acre project includes residential developments (single- and multi-family) totaling over 800 units with amenity parks, water-quality facilities, open spaces, and associated roadways and underground utilities. Services performed to date include geotechnical reports, Construction SWPPP preparation and implementation, and construction observation and testing for earthwork and site improvement activities.

Client Contact: Jim Neil, Lennar Homes of California Coastal Division, 25 Enterprise, 4th Floor, Aliso Viejo, CA 92656, (949) 349-8000

Morrow Management

morrow
management

October 23, 2016

Tom Braun
Proactive Engineering Consultants
200 S. Main Street, Suite 200
Corona, CA 92882

RE: Dry Utility Coordination and Management
City of Irvine OCGP Western Sector CIP

Morrow Management is pleased to provide Proactive Engineering Consultants (Client) with our proposal for dry utility coordination and management services associated with the OCGP Western Sector CIP project located within the City on Irvine.

For the purpose of this proposal the "Project" is defined as: **OCGP Western Sector CIP**

The primary intent of this proposal is to provide the complete coordination, management and design of the dry utilities associated with the project. Dry utilities for this project are defined as the serving electric (Southern California Edison), telephone (AT&T), gas (Southern California Gas Company) and the cable TV company (Cox Communications).

Enclosed for your review are the following exhibits which outline our scope and associated fee structure:

- Project Assumptions (Exhibit A)
- Description of Standard Services (Exhibit A-2)
- Minimum Insurance Requirements (Exhibit B)
- Fee and Reimbursement Schedule (Exhibit C)
- Statement of Understanding Between Parties (Exhibit D)

If our proposed services and fee schedule are acceptable, please sign and return this document or incorporate into your form of agreement and return to us for execution.

There may be certain existing utility conflicts, relocations, conversions and/or bring-ups which may be required and may warrant a revision to our scope for any additional coordination. It is our goal to address any such conflicts and/or additional constraints at an early stage of the project coordination. Additionally, should the Client request that utility designs be created in different or multiple work orders from those assumed as part of this contract we will review our scope of work and fee schedule to determine any necessary modifications.

Our team for this project will be led by Scott Morrow (Principal).

If you have any questions, feel free to contact me at 949/218-8500. We appreciate the opportunity to work with you and your team and are prepared to meet your needs for this site.

Sincerely,
Morrow Management

Scott Morrow
Principal

Based on the request we received from the Client the following list includes coordination and design services determined to be included as part of this Project:

1. **New Business Utility Coordination & Management** (Exhibit A-2, Article 1)

2. **Electric New Business Applicant Design** (Exhibit A-2, Article 2)

3. **Dry Utility Composite Exhibit** (Exhibit A-2, Article 3)

4. **Shadow Communication Conduit / Substructure Exhibit** – Prepare a private communication conduit plan as related to the Project and consistent to the "Technology Conduit" master plan designed as part of the neighboring Heritage Fields Community. Conduit layout will follow the dry utility joint trench where applicable and be illustrated on the site composite exhibit. Conduit specifications and box size/types to be referenced and reviewed by respective team members. Scope includes layout of on-site substructure only and does not include any related cable drawings. Revisions to conduit layout after Client review and approval may result in an additional time and material change order to accommodate the changes. Scope assumes the design of a single conduit/substructure layout.

Specific Assumptions:

1. Based on information received from the Client it is assumed the Project will consist of the backbone improvements as part of the OCGP Western Sector CIP. A proposed work order exhibit has been attached to the proposal to illustrate anticipated work order boundaries.
2. **Project Specific**:
   - Scope assumes the standard new business design and coordination associated with the proposed street improvements. There are a number of existing utilities within the project boundary that may impact the proposed street improvements.
     - Existing Navy SCE Service (12kv) – it is assumed a new service for the Navy will be established off GP-1 and the existing Navy service located on the north side of 8th Street will be removed. Coordination of the new SCE service off GP-1 and removal of idle facilities through the CIP project assumed to be coordinated by others.
     - Existing OCGP SCE Service (480v) – as an optional service this proposal includes the design and coordination efforts to relocate service to the existing OCGP site located at the north end of the Festival site. The relocated service will originate from the new underground system installed on LV Street. Scope assumes sufficient plan and electrical load information will be available and as required for SCE submittal.
     - Future OCGP Service (Flex Fields) – Scope of work assumes the installation of a service stub for the OCGP Flex Field. Service to originate off WO 1 and intended to be in place for removal of existing underground electric in conflict with the street improvements. The separate SCE service work order assumed to be coordinated by others.
   - Street Light Design – Scope does not include any design or coordination efforts associated with the private street lighting. A separate quote/proposal has been provided to the Client for the street lighting design.
   - Meter Pedestals – multiple electric meter pedestals will be required for the project for service to street lights and irrigation meter pedestals. An estimate number of additional service work orders are accounted for in the fee structure to address the various services including the irrigation controllers for the landscape improvements along Ridge Valley. Scope assumes all new meter pedestals will be tied into existing stubs installed off the backbone projects.
   - G Street – no dry utility backbone infrastructure is anticipated on G Street

3. Service Points – It is assumed that sufficient space will be available to accommodate the utility meter(s) and equipment based on conventional utility guidelines. Time incurred with coordination of special / customized meter placement and/or additional service points to the building (Added Facilities) may result in additional T&M charges.
4. Proposal assumes there is sufficient area on the site for standard transformer pads.
5. This proposal is based on all plans being available for one submittal to utility companies.
6. Unless otherwise noted, no off-site relocations, conversions or Utility line extensions/bring-ups are assumed to be required for the Project.
7. Unless otherwise noted, scope does not include idle facility removal work order processing and/or quitclaiming of any existing easements within or around Project boundary.
8. Coordination of temporary/interim services is not included in the standard scope.
9. Project location: G Street, 8th Street, C Street, Irvine

Mainline Work Orders:

10. This proposal assumes a maximum of **three (3)** new business utility design(s) / line extension(s) to be processed with each utility company. To be broken down in the following work order categories and as illustrated on the Dry Utility Work Order Exhibit.

a. CIP WO 1 – 8th Street Roundabout
b. CIP WO 2 – 8th Street (roundabout to LV Street)
c. CIP WO 3 – C Street

Service Work Orders:

11. As an additional service, we assume a maximum of **zero (0)** separate service extension work orders may be required for this project. Additional work orders may be required per utility processing requirements and/or project phasing.
12. Proposal assumes **six (6)** separate electric meter pedestals service(s) will be required for the site. Service stubs will be identified on the line extension designs, however, based on utility requirements separate submittals and work order processing will be required per pedestal.
13. Coordination and / or scheduling of service extend inspection and installation is not included as a part of this proposal.

CAD Base Map Preparation:

1. Based on Utility requirements, it is the client's responsibility to provide electronic base maps for design preparation.
2. Most base maps can be prepared within four (4) hours from CAD files received from the design team (civil, landscape, architect).
3. Should Civil, landscape, architect files be provided in a format that requires more than four (4) hours to prepare the required base map a change order for the excess/additional time may be required.

General Conditions:

1. The Consultant will ensure that the local utility providers will provide Electric, Telecommunications, Gas and Cable Television service as required to serve the proposed development. The Consultant will assist the Client with planning, negotiating, designing and coordinating agreements and designs for the associated electric, telecommunications, gas and cable television service.

2. Scheduling: The Consultant will provide the Client with a preliminary/projected schedule that will outline the design, submittal, plan check and approval of drawings for electric, telecommunications, gas and cable television service. This schedule will provide a base understanding of the dry utility process based on the Client's needs.

3. Value Engineering: During the design process and throughout any negotiations or submittals to utility providers, the Consultant will strive to value engineer the cost of any work to be installed by the contractor, the utility companies and/or the owner. All design parameters are intended to serve the best interest of the subject property

4. Misc. Utility Services: Throughout the planning process there may be additional services required for the project such as main line stubs to future park sites, golf course clubhouses, maintenance buildings and pump stations as well as service(s) to irrigation meter pedestals, gated entrances, traffic signals and streetlights. If these items are brought to our attention after submittal to the utilities they will be subject to a change order processing fee.

5. Street Light Plans: Unless otherwise noted, it is assumed that any street light plans required for the project will be prepared and approved by others.

6. Permits: Unless otherwise noted, proposal does not include processing of any required City, County or other agency permits associated with the project.

7. Standard Scope Assumptions: Our proposal is based on conventional meter and service requirements consisting of such items, but is not necessarily limited to the following. If these typical standards do not conform to the site plan or constraints, additional coordination will be required and a change order will be issued.
   a. Electric – assume padmount transformer(s) installation, electric metering gear on grade along exterior building wall or in meter room with direct access to the outside.
   b. Gas – assume a maximum of a two-tiered header, meters at grade level along exterior building wall.
   c. Telephone/Cable TV – assume termination backboard/demarcation point to be on exterior wall or in room with direct access to the outside.

ARTICLE 1
NEW BUSINESS UTILITY COORDINATION & MANAGEMENT

1. Utility Coordination & Management – Standard Scope
   a. Preliminary Design Development/Planning
      i. Obtain pertinent information from Client and team members related to project site plans, anticipated densities/loads, project phasing and construction responsibilities.
      ii. Prepare conceptual utility layouts for electric, communication and gas facilities referencing mainline joint trench, service points and structure locations.
      iii. Review preliminary/planning documents with Client and team members for potential conflicts, constraints and/or additional revisions.
      iv. Modify preliminary/planning documents with updated information received from team members or utilities.
      v. Prepare additional detailed exhibits to include such items as: working clearances, access requirements, phasing/work order breakdown, etc.
      vi. With approval from Client and/or selected team members, discuss preliminary/planning documents with each utility and/or initiate the in-house final design as part of the applicant design process.

   b. Plan Processing and Final Design Coordination
      i. Coordinate with civil engineer, architect and other design team members to review and obtain pertinent project design information for utility company design submittals.
      ii. Complete Customer Information sheet with Client and/or team members
      iii. Complete required authorization forms and/or related submittal documents.
      iv. Prepare listing of required submittal information such as street improvement plans, grading, plot plans, etc.
      v. Prepare preliminary schedule outlining anticipated tasks, duration and projected milestones.
      vi. Prepare and submit appropriate documents and plans to each utility.
      vii. Attend utility design conference and other related meetings as required during the preliminary design process.
      viii. As applicable, submit Client approved preliminary design (prepared by Consultant) to utility to incorporate into their respective utility design.
      ix. Maintain regular interface and coordination with each utility provider to complete the utility's preliminary designs.
      x. Review and coordinate any preliminary design revisions with each utility provider.
      xi. Review preliminary utility designs for accuracy and acceptance in preparation for team review and Client's approval and signature.
      xii. As applicable, submit Client approved preliminary utility design to each utility provider for final design preparation.
      xiii. Provide on-going interface and coordination with each utility to complete final utility design.
      xiv. Review final design for accuracy and compatibility to preliminary design modifications.
      xv. Coordinate final utility design review and approval with Client and design team. Provide AutoCAD plans to Client and consultants as directed and if available to allow for the production of overlays and comprehensive site utility documentation.
      xvi. Coordinate and obtain each utility company's agreements, billings and right-of-way documents. Standard Scope assumes the standard utility easement and utility documents. Additional fees may result for the time associated with processing any non-standard agreements or easements including any third party easement coordination
      xvii. Review all utility agreements and easements for accuracy of cost methodology, rule application and conformance to the Client's requirements and responsibilities. Submitted billing/contract package to Client shall include a summary of costs and potential refunds for the Client's execution and payment.
      xviii. Process executed agreements, billings and right-of-way documents with utilities.
      xix. Verify completed/approved work order and/or design status with each utility.
      xx. It is assumed that the Client will process any applicable applications and/or authorizations (including related streetlight forms) with the municipality as required.

   c. Street Crossing/Sleeving Exhibit (if applicable)
      i. Prepare one (1) street crossing/sleeving exhibit per utility work order. Exhibit to be based on final utility designs unless required earlier and at the request of the Client.
      ii. Street sleeve plan to show the proposed main-line, secondary and service crossings for the electric, telephone, gas and cable TV facilities.
      iii. Crossings to also include conduit runs, if required for, electric meter pedestals, electric and telephone crossings for guard gated entries and streetlights.

iv. At the client's request, the crossing plan could also include the size and number of conduits for irrigation needs, shadow conduit systems or other client requested crossings (information provided by others). Integration and coordination of third party sleeve information based on 4 hours of time. Additional time beyond the allocated hours will be billed on a time and material basis.
v. If crossings other than the incumbent dry utility providers are requested, the Client or his/her assigned agent is to provide drawings, sketches or plans outlining the specific location, number of conduits, their size and schedule.

d. Pre-Construction
i. Coordinate and attend one (1) pre-construction meeting (per work order) with utility representatives at Client's direction. Meeting to include utility representatives, Client's superintendent and trenching contractor with the goal of discussing any design or site issues and to establish utility installation schedules.
ii. Notify each utility provider of project schedule requirements in order to advance order all necessary materials and scheduling of crews to make-up and energize the system.
iii. Prepare a construction schedule that will be submitted to each Utility Inspector, Trenching Contractor, and others as directed by Client, that will outline field installations.
iv. Assist Client with construction coordination of dry utility installation at Client's request. This level of effort is limited to two (2) hours of consultation.

ARTICLE 2
ELECTRIC NEW BUSINESS APPLICANT DESIGN

2. Electric New Business Applicant Design – Standard Scope
a. Consultant will provide final construction drawings based on information provided by Client and standard utility requirements as outlined in this section.
i. Prepare the electrical conduit and cable design associated with the project.
ii. Design to be in accordance with the standards of the serving electric utility company for new business distribution facilities. Design to also include requests by developer and aesthetic placement of structures as allowed.
iii. Maintain interface with electric utility planner and set global meeting to establish specific guidelines for the design preparation.
iv. Prepare preliminary design for team review and approval.
v. Developer signature required prior to submittal of final design.
vi. Registered professional engineer to review and stamp final design prior to submittal.
vii. Submit final design package to electric utility company for their review and approval.
b. For preparation and finalization of the design, Client must provide information and plans as required by the utility.
c. Once preliminary design has been reviewed and approved by Client, any revisions made to the civil or other development plans that require changes to the design may result in a change order.

ARTICLE 3
DRY UTILITY COMPOSITE EXHIBIT

3. Composite Exhibit – Standard Scope
a. Prepare a dry utility conflict composite based on utility designs for the purpose of providing a conflict check for team members. The purpose of this exhibit is to identify and reduce the chance for potential design and/or construction conflicts.
i. Exhibit will include identification of trench and structure locations for each dry utility, street crossings and service extensions. In addition, the plan could identify streetlights, mailboxes, or other pertinent information and/or be presented in color, as directed by Client.
ii. Overlay dry utility composite on site plan showing sewer, water and storm drain locations as well as architectural and landscape features.
iii. Submit composite to Client and team for review and approval.
iv. Upon team member review and approval, updated prepared utility plans and, as applicable, submit to each utility company to assist in their design preparation.
v. As available, verify approved utility designs with approved composite for accuracy.
b. Utility composite is not to be used for construction purposes. Designs for facilities located inside buildings are excluded.
c. Changes to composite plan after Client approval and/or due to revised files received from team members may warrant additional time and material fees.

EXHIBIT B
MINIMUM INSURANCE REQUIREMENTS

Morrow Management carries all standard insurance requirements including $2,000,000 for Errors and Omissions, $1,000,000 for Business Liability and Worker's Compensation.

EXHIBIT C
FEE & REIMBURSEMENT SCHEDULE

Consultant proposes to perform the scope of services as outlined in Exhibit A-2 of this agreement. All referenced fees are fixed unless otherwise indicated as hourly which will be invoiced on a time-and-material basis with an estimated not-to-exceed budget. Budgeted hourly amounts will not be exceeded without prior written approval from Client. **Pricing for Electric New Business Applicant Design and Dry Utility Composite Exhibit are based on the total number of work orders referenced below.**

Article	Task	No. of Work Orders		
Backbone				
1	**New Business - Utility Coordination & Management**	3	$ 18,150.00	Fixed
2	**Electric New Business Applicant Design**	3	$ 11,925.00	Fixed
3	**Dry Utility Composite Exhibit**	1	$ 4,200.00	Fixed
	Shadow Communication Conduit Exhibit	1	$ 4,200.00	Fixed
OCGP Festival Site SCE Service Relocation				
1	**Utility Coordination & Management**	1	$ 7,500.00	Fixed

Additional Services:

a. **Electric Meter Pedestal Service Processing** **$1,800 / Work Order ($10,800 Budget)**
It is assumed pedestal locations will be identified before the Edison design process goes to final plan check. The pedestal locations will be identified on the final design, but a separate WO process is required by SCE. The fee for this task is to cover the added time and material needed for the processing. A separate WO (TD number), with design and invoice will be prepared by SCE. We assumed six (6) work orders to be priced at $1,800 per work order.

b. **Development Team / Field Meeting and Construction Support / Misc. Tasks** **$4,475 Budget**
Establish an hourly not-to-exceed budget to attend team/utility meetings and provide construction management and support services after completion of utility pre-trench meeting. Tasks may include such items as scheduling, meter set application and coordination, applicant install coordination and field conflict resolution. Team meetings and construction related support will be invoiced on a time-and-material basis with a not-to-exceed budget as outlined in the fee structure. Estimated time and material budget accounts for an estimated 5 Principal, 20 Project Manager and 20 Project Coordinator hours.
Project Specific – N/A

REIMBURSABLE EXPENSES

Reimbursable expenses will be invoiced on a monthly basis as incurred. These expenses shall include, but are not limited to costs for: blueprinting/plotting, commercial delivery costs, automobile mileage, utility company as-builts, and a professional engineer stamp required for some designs. All expenses to be invoiced at direct cost with automobile mileage calculated at the current IRS standard mileage rate.

HOURLY RATES

Principal	$135 per hour
Project Management	$110 per hour
Project Coordinator	$ 70 per hour
Project Designer	$ 95 per hour
Drafting/AutoCAD/Administrative	$ 65 per hour

GENERAL NOTES

1. Changes to base files, project files, house plots, phasing and/or loads after client has authorized the preparation of Utility base maps and designs will result in a time and material change order to account for revisions.
2. Client called team meetings will be invoiced as incurred on a time and material basis per the hourly rates identified above.
3. Proposal does not account for processing any City permits, traffic control or temp power coordination.
4. Utility relocations, conversions, backbone systems and other off-site work not specified are excluded.
5. Projects on hold for greater than 60 days and/or which are canceled by the Utility will result in additional fees associated with new submittals and design revisions.
6. Proposal is valid for sixty days from date of issuance.

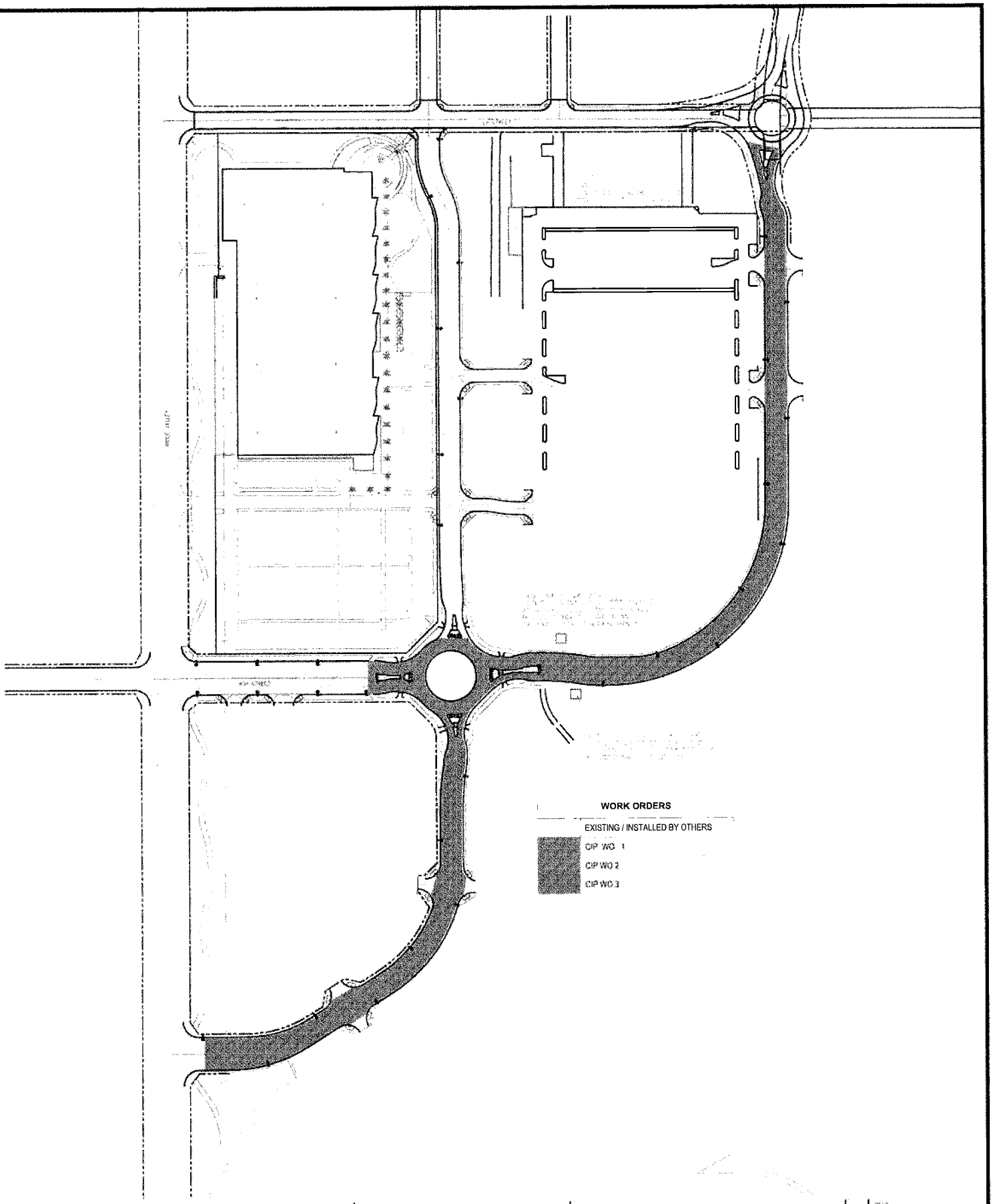
Proactive Engineering Consultants

Name: _____

Title: _____

Date: _____

1225 Puerta del Sol ▪ Suite 600 ▪ San Clemente, California ▪ 92673 ▪ Office 949.218.8500 ▪ Fax 949.218.8585 ▪ www.morrowmgmt.com



PREPARED BY

morlow

1225 Puerta Del Sol, Suite 600
San Clemente, CA 92673
O: 949 218 8500 F 949 218 8585

PROJECT

City of Irvine
Irvine, CA

OCGP - WESTERN SECTOR CIP
Irvine, CA

Dry Utility Work Order Exhibit

DRAWN BY

BK/SM

DRAWING NO.

COI100

STATUS

PRELIMINARY

DATE

10/23/2016 VER.1

SCALE

Not To Scale

SHEET

EXHIBIT I

5.5 EXHIBIT "C" - COST SUMMARY FORM - SHEET 1 OF 4

STREET AND UTILITY IMPROVEMENTS FOR C STREET, 8th STREET AND G STREET OF THE WESTERN SECTOR OF GREAT PARK, CIP 311613, 311616, 361612 AND 381702 TASK/HOUR BREAKDOWN

			PROACTIVE ENGINEERING CONSULTANTS												PEC	HUNSAKER & ASSOCIATES IRVINE, INC.									
TASK NO.	Work Task or Item*	NO. OF SHEETS	PRINCIPAL		PROJECT MANAGER		PROJECT ENGINEER		SENIOR ENGINEER		DESIGN ENGINEER		CADD TECHNICIAN		PROJECT ADMINISTRATION	PRINCIPAL		PROJECT MANAGER		LAND SURVEYOR/ ENGINEER		GENERAL STAFF		FIELD SURVEY TWO PERSON CREW	
			$ 198		$ 160		$ 155		$ 145		$ 130		$ 100		5%	$ 180		$ 156		$ 146		$ 138		$ 226	
	DESCRIPTION		HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST
1	Base Data Review, Cad File, Pics, Record Info.		4	$ 792	8	$ 1,280		$ -	40	$ 5,800		$ -		$ -	$ 982	6	$ 1,080	12	$ 1,872	16	$ 2,336	16	$ 2,208		$ -
2	Field Survey as Needed			$ -	2	$ 320		$ -	8	$ 1,160		$ -		$ -	$ 675		$ -	4	$ 624	8	$ 1,168	16	$ 2,208	42	$ 9,492
3	**Pavement Structural Section Analysis & Geotech. Report**			$ -		$ -		$ -		$ -		$ -		$ -	$ 244		$ -		$ -		$ -		$ -		$ -
3.1	Hydrology and Hydraulics Report			$ -	8	$ 1,280	8	$ 1,240		$ -		$ -		$ -	$ 1,257	8	$ 1,440	26	$ 4,056	40	$ 5,840	100	$ 13,800		$ -
4	Pothole Exhibit and Excavations as Necessary	1	2	$ 396	8	$ 1,280		$ -	24	$ 3,480		$ -		$ -	$ 2,299	2	$ 360	6	$ 936	12	$ 1,752	24	$ 3,312	16	$ 3,616
5	Value Engineering and Cost Report		8	$ 1,584	8	$ 1,280	16	$ 2,480		$ -		$ -		$ -	$ 251	8	$ 1,440	8	$ 1,248	16	$ 2,336		$ -		$ -
6	**Permits & Agreements**																								
6.1	NPDES Amendment	1		$ -		$ -		$ -		$ -		$ -		$ -	$ -		$ -		$ -		$ -		$ -		$ -
6.2	Irvine Ranch Water District (IRWD)	1		$ -		$ -	16	$ 2,480		$ -		$ -		$ -	$ -		$ -		$ -		$ -		$ -		$ -
6.2a	United States Navy			$ -		$ -		$ -		$ -		$ -		$ -	$ 988		$ -		$ -		$ -		$ -		$ -
7	**Plans, Special Provisions & Estimate**																								
7.1	Title Sheet	1		$ -		$ -		$ -	2	$ 290	6	$ 780		$ -	$ 126		$ -	1	$ 156	1	$ 146	16	$ 2,208		$ -
7.2	Typical Sections	2		$ -		$ -		$ -		$ -		$ -		$ -	$ 473	2	$ 360	8	$ 1,248	16	$ 2,336	40	$ 5,520		$ -
7.3	Construction Details	4		$ -		$ -		$ -	2	$ 290	6	$ 780		$ -	$ 473	2	$ 360	8	$ 1,248	16	$ 2,336	40	$ 5,520		$ -
7.4	Utility Composite Plans	2		$ -	2	$ 320		$ -	6	$ 870		$ -		$ -	$ 391	2	$ 360	10	$ 1,560	12	$ 1,752	30	$ 4,140		$ -
7.4a	Demolition Plan	3		$ -		$ -		$ -		$ -		$ -		$ -	$ 299	2	$ 360	2	$ 312	8	$ 1,168	30	$ 4,140		$ -
7.5	Road Plan and Profile	6		$ -	8	$ 1,280		$ -		$ -		$ -		$ -	$ 1,219	6	$ 1,080	16	$ 2,496	48	$ 7,008	100	$ 13,800		$ -
7.6	Roundabout Plan	1		$ -	16	$ 2,560		$ -		$ -		$ -		$ -	$ 502	4	$ 720	5	$ 780	16	$ 2,336	40	$ 5,520		$ -
7.7	Domestic Water Plan and Profile	4	4	$ 792	8	$ 1,280	24	$ 3,720	24	$ 3,480	76	$ 9,880	40	$ 4,000	$ -		$ -		$ -		$ -		$ -		$ -
7.8	Recycled Water Plan and Profile	3	4	$ 792	8	$ 1,280	16	$ 2,480	12	$ 1,740	56	$ 7,280	40	$ 4,000	$ -		$ -		$ -		$ -		$ -		$ -
7.9	Sewer Plan and Profile	4	4	$ 792	10	$ 1,600	21	$ 3,255	22	$ 3,190	68	$ 8,840	54	$ 5,400	$ -		$ -		$ -		$ -		$ -		$ -
7.10	Street Lighting Plans	5		$ -		$ -		$ -		$ -		$ -		$ -	$ 943		$ -		$ -		$ -		$ -		$ -
7.11	Storm Drain Plan & Profile	3	2	$ 396	8	$ 1,280		$ -		$ -		$ -		$ -	$ 1,952	10	$ 1,800	40	$ 6,240	80	$ 11,680	140	$ 19,320		$ -
7.12	Storm Drain Details	1		$ -		$ -		$ -		$ -		$ -		$ -	$ 719	4	$ 720	12	$ 1,872	24	$ 3,504	60	$ 8,280		$ -
7.13	Landscape Plans	14		$ -		$ -		$ -		$ -		$ -		$ -	$ 2,882		$ -		$ -		$ -		$ -		$ -
7.13a	Trail Lighting/Electrical Plans	14		$ -		$ -		$ -		$ -		$ -		$ -	$ 526		$ -		$ -		$ -		$ -		$ -
7.14	Landscape Irrigation Plans	14		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,801		$ -		$ -		$ -		$ -		$ -
7.15	Landscape Irrigation Details	3		$ -		$ -		$ -		$ -		$ -		$ -	$ 137		$ -		$ -		$ -		$ -		$ -
7.16	Signing and Striping	2		$ -	8	$ 1,280		$ -		$ -		$ -		$ -	$ 235		$ -		$ -	1	$ 146	4	$ 552		$ -
7.17	Final Contour Grading	3	4	$ 792	16	$ 2,560	40	$ 6,200		$ -	40	$ 5,200	32	$ 3,200	$ 658	4	$ 720	8	$ 1,248	20	$ 2,920	60	$ 8,280		$ -
7.18	Temp. BMPs\Erosion Control	2		$ -		$ -		$ -		$ -		$ -		$ -	$ 169		$ -		$ -	8	$ 1,168	16	$ 2,208		$ -
7.19	Traffic Control Plans	2		$ -		$ -		$ -		$ -		$ -		$ -	$ 347		$ -		$ -	1	$ 146	4	$ 552		$ -
7.20	CCTV Camera Plan	1		$ -		$ -		$ -		$ -		$ -		$ -	$ 79		$ -		$ -	1	$ 146	4	$ 552		$ -
7.21	Critical Path Method Schedule		8	$ 1,584	8	$ 1,280	16	$ 2,480		$ -		$ -		$ -	$ -		$ -		$ -		$ -		$ -		$ -
7.22	Cost Estimates and Backup Calcs		4	$ 792	24	$ 3,840		$ -		$ -	40	$ 5,200	24	$ 2,400	$ 764		$ -		$ -	16	$ 2,336	40	$ 5,520		$ -
7.22a	Specifications		8	$ 1,584	32	$ 5,120	144	$ 22,320		$ -	40	$ 5,200	40	$ 4,000	$ 747		$ -	5	$ 780	24	$ 3,504	56	$ 7,728		$ -
8	**Env. Mitig./Water Quality Compliance**																								
8.1	Finalize Draft WQMP (Report)	1		$ -		$ -		$ -		$ -		$ -		$ -	$ 42		$ -		$ -	2	$ 292	4	$ 552		$ -
8.2	CASQA Format SWPPP	1		$ -		$ -		$ -		$ -		$ -		$ -	$ -		$ -		$ -		$ -		$ -		$ -
9	**Right-of-Way Documents, MM PS-1**																								
9.1	Legal Descriptions & Exhibits			$ -		$ -		$ -		$ -		$ -		$ -	$ 992	6	$ 1,080	12	$ 1,872	40	$ 5,840	80	$ 11,040		$ -
9.1a	Record of Survey			$ -		$ -		$ -		$ -		$ -		$ -	$ 711		$ -	2	$ 312	20	$ 2,920	60	$ 8,280	12	$ 2,712
10	Utility and Substructure Research/Coord.			$ -		$ -		$ -		$ -		$ -		$ -	$ 3,905		$ -		$ -	10	$ 1,460	110	$ 15,180		$ -
11	Construction File			$ -		$ -		$ -		$ -		$ -		$ -	$ 68		$ -		$ -		$ -		$ -		$ -
12	Coordination Meetings (40 hours)		40	$ 7,920		$ -		$ -		$ -		$ -		$ -	$ 202		$ -		$ -		$ -		$ -		$ -
	Reimbursable: Reproduction																								
	Reimbursable: Title Report																								
	Subtotal Design Cost:		**92**	**$ 18,216**	**182**	**$ 29,120**	**301**	**$ 46,655**	**140**	**$ 20,300**	**332**	**$ 43,160**	**230**	**$ 23,000**	**$ 28,058**	**66**	**$ 11,880**	**185**	**$ 28,860**	**456**	**$ 66,576**	**1090**	**$ 150,420**	**70**	**$ 15,820**
	Construction Support																								
	Request for Information			$ -	1	$ 160		$ -	2	$ 290	12	$ 1,560		$ -	$ 105		$ -	1	$ 156	2	$ 292	12	$ 1,656		$ -
	Change Order Analysis			$ -	1	$ 160		$ -	2	$ 290	12	$ 1,560		$ -	$ 105		$ -	1	$ 156	2	$ 292	12	$ 1,656		$ -
	Submittal Review			$ -		$ -		$ -	4	$ 580	9	$ 1,170		$ -	$ 84		$ -		$ -	4	$ 584	8	$ 1,104		$ -
	Record Drawings "As-Built"			$ -		$ -		$ -	8	$ 1,160	12	$ 1,560		$ -	$ 142		$ -		$ -	8	$ 1,168	12	$ 1,656		$ -
	Subtotal Construction Support:		**0**	**$ -**	**2**	**$ 320**	**0**	**$ -**	**16**	**$ 2,320**	**45**	**$ 5,850**	**0**	**$ -**	**$ 436**	**0**	**$ -**	**2**	**$ 312**	**16**	**$ 2,336**	**44**	**$ 6,072**	**0**	**$ -**
	Total Design and Construction Support Cost:		**92**	**$ 18,216**	**184**	**$ 29,440**	**301**	**$ 46,655**	**156**	**$ 22,620**	**377**	**$ 49,010**	**230**	**$ 23,000**	**$ 28,494**	**66**	**$ 11,880**	**187**	**$ 29,172**	**472**	**$ 68,912**	**1,134**	**$ 156,492**	**70**	**$ 15,820**
	Addendum Costs:			$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 4,493	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
	Total Budget:		**92**	**$ 18,216**	**184**	**$ 29,440**	**301**	**$ 46,655**	**156**	**$ 22,620**	**377**	**$ 49,010**	**230**	**$ 23,000**	**$ 32,987**	**66**	**$ 11,880**	**187**	**$ 29,172**	**472**	**$ 68,912**	**1,134**	**$ 156,492**	**70**	**$ 15,820**

5.5 EXHIBIT "C" - COST SUMMARY FORM - SHEET 2 OF 4

STREET AND UTILITY IMPROVEMENTS FOR C STREET, 8th STREET AND G STREET OF THE WESTERN SECTOR OF GREAT PARK, CIP 311613, 311616, 361612 AND 381702 TASK/HOUR BREAKDOWN

CLARK & GREEN ASSOCIATES

TASK NO.	Work Task or Item*	NO. OF SHEETS	PRINCIPAL $ 195		SENIOR ASSOCIATE/ PROJECT DIRECTOR $ 130		PROJECT MANAGER $ 95		DRAFTSPERSON $ 70		ELECTRICAL ENGINEER SENIOR PRINCIPAL $ 175		ELECTRICAL ENGINEER PRINCIPAL $ 150		ELECTRICAL ENGINEER PROJECT MANAGER $ 125		ELECTRICAL ENGINEER PRODUCTION STAFF $ 85	
	DESCRIPTION		HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST
1	Base Data Review, Cad File, Pics, Record Info.		6	$ 1,170	18	$ 2,340	14	$ 1,330	17	$ 1,190		$ -		$ -		$ -		$ -
2	Field Survey as Needed			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
3	**Pavement Structural Section Analysis & Geotech. Report**			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
3.1	Hydrology and Hydraulics Report			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
4	Pothole Exhibit and Excavations as Necessary	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
5	Value Engineering and Cost Report			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
6	**Permits & Agreements**																	
6.1	NPDES Amendment	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
6.2	Irvine Ranch Water District (IRWD)	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
6.2a	United States Navy			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7	**Plans, Special Provisions & Estimate**																	
7.1	Title Sheet	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.2	Typical Sections	2		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.3	Construction Details	4		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.4	Utility Composite Plans	2		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.4a	Demolition Plan	3		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.5	Road Plan and Profile	6		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.6	Roundabout Plan	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.7	Domestic Water Plan and Profile	4		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.8	Recycled Water Plan and Profile	3		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.9	Sewer Plan and Profile	4		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.10	Street Lighting Plans	5		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.11	Storm Drain Plan & Profile	3		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.12	Storm Drain Details	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.13	Landscape Plans	14	28	$ 5,460	200	$ 26,000	165	$ 15,675	150	$ 10,500		$ -		$ -		$ -		$ -
7.13a	Trail Lighting/Electrical Plans	14		$ -		$ -		$ -		$ -	12	$ 2,100	14	$ 2,100	26	$ 3,250	36	$ 3,060
7.14	Landscape Irrigation Plans	14	10	$ 1,950	200	$ 26,000	65	$ 6,175	27	$ 1,890		$ -		$ -		$ -		$ -
7.15	Landscape Irrigation Details	3	3	$ 585	10	$ 1,300	9	$ 855		$ -		$ -		$ -		$ -		$ -
7.16	Signing and Striping	2		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.17	Final Contour Grading	3		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.18	Temp. BMPs\Erosion Control	2		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.19	Traffic Control Plans	2		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.20	CCTV Camera Plan	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.21	Critical Path Method Schedule			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.22	Cost Estimates and Backup Calcs		8	$ 1,560	16	$ 2,080	7	$ 665		$ -		$ -		$ -		$ -		$ -
7.22a	Specifications		9	$ 1,755	9	$ 1,170		$ -		$ -		$ -		$ -		$ -		$ -
8	**Env. Mitig./Water Quality Compliance**																	
8.1	Finalize Draft WQMP (Report)	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
8.2	CASQA Format SWPPP	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
9	**Right-of-Way Documents, MM PS-1**																	
9.1	Legal Descriptions & Exhibits			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
9.1a	Record of Survey			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
10	Utility and Substructure Research/Coord.			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
11	Construction File			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
12	Coordination Meetings (40 hours)		4	$ 780	25	$ 3,250		$ -		$ -		$ -		$ -		$ -		$ -
	Reimbursable: Reproduction																	
	Reimbursable: Title Report																	
	Subtotal Design Cost:		**68**	**$ 13,260**	**478**	**$ 62,140**	**260**	**$ 24,700**	**194**	**$ 13,580**	**12**	**$ 2,100**	**14**	**$ 2,100**	**26**	**$ 3,250**	**36**	**$ 3,060**
	Construction Support																	
	Request for Information			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	Change Order Analysis			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	Submittal Review			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	Record Drawings "As-Built"			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	Subtotal Construction Support:		**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**
	Total Design and Construction Support Cost:		**68**	**$ 13,260**	**478**	**$ 62,140**	**260**	**$ 24,700**	**194**	**$ 13,580**	**12**	**$ 2,100**	**14**	**$ 2,100**	**26**	**$ 3,250**	**36**	**$ 3,060**
	Addendum Costs:		48	$ 9,360	199	$ 25,870	97	$ 9,215	87	$ 6,090	6	$ 1,050	6	$ 900	11	$ 1,375	17	$ 1,445
	Total Budget:		**116**	**$ 22,620**	**677**	**$ 88,010**	**357**	**$ 33,915**	**281**	**$ 19,670**	**18**	**$ 3,150**	**20**	**$ 3,000**	**37**	**$ 4,625**	**53**	**$ 4,505**

5.5 EXHIBIT "C" - COST SUMMARY FORM - SHEET 3 OF 4

STREET AND UTILITY IMPROVEMENTS FOR C STREET, 8th STREET AND G STREET OF THE WESTERN SECTOR OF GREAT PARK, CIP 311613, 311616, 361612 AND 381702 TASK/HOUR BREAKDOWN

			ENGEO INCORPORATED														TJW ENGINEERING, INC.			
TASK NO.	Work Task or Item*	NO. OF SHEETS	PRINCIPAL		PROJECT MANAGER/ ASSOCIATE		SENIOR ENGINEER/ GEOLOGIST		PROJECT ENGINEER/ GEOLOGIST		STAFF ENGINEER/ GEOLOGIST		CAD/GIS SPECIALIST		PROJECT ASSISTANT		TRAFFIC ENGINEER		PROJECT ENGINEER	
			$ 250		$ 225		$ 200		$ 180		$ 160		$ 148		$ 113		$ 140		$ 100	
	DESCRIPTION		HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST
1	Base Data Review, Cad File, Pics, Record Info.		2	$ 500	2	$ 450	1	$ 200		$ -	6	$ 960	2	$ 296	1	$ 113		$ -		$ -
2	Field Survey as Needed			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
3	**Pavement Structural Section Analysis & Geotech. Report**		4	$ 1,000	3	$ 675	3	$ 600		$ -	10	$ 1,600	3	$ 444	5	$ 565		$ -		$ -
3.1	Hydrology and Hydraulics Report			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
4	Pothole Exhibit and Excavations as Necessary	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
5	Value Engineering and Cost Report			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
6	**Permits & Agreements**																			
6.1	NPDES Amendment	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
6.2	Irvine Ranch Water District (IRWD)	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
6.2a	United States Navy			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7	**Plans, Special Provisions & Estimate**																			
7.1	Title Sheet	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.2	Typical Sections	2		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.3	Construction Details	4		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.4	Utility Composite Plans	2		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.4a	Demolition Plan	3		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.5	Road Plan and Profile	6		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.6	Roundabout Plan	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -	2	$ 280	4	$ 400
7.7	Domestic Water Plan and Profile	4		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.8	Recycled Water Plan and Profile	3		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.9	Sewer Plan and Profile	4		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.10	Street Lighting Plans	5		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.11	Storm Drain Plan & Profile	3		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.12	Storm Drain Details	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.13	Landscape Plans	14		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.13a	Trail Lighting/Electrical Plans	14		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.14	Landscape Irrigation Plans	14		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.15	Landscape Irrigation Details	3		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.16	Signing and Striping	2		$ -		$ -		$ -		$ -		$ -		$ -		$ -	10	$ 1,400	26	$ 2,600
7.17	Final Contour Grading	3		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.18	Temp. BMPs\Erosion Control	2		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.19	Traffic Control Plans	2		$ -		$ -		$ -		$ -		$ -		$ -		$ -	16	$ 2,240	40	$ 4,000
7.20	CCTV Camera Plan	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -	2	$ 280	6	$ 600
7.21	Critical Path Method Schedule			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.22	Cost Estimates and Backup Calcs			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7.22a	Specifications			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
8	**Env. Mitig./Water Quality Compliance**																			
8.1	Finalize Draft WQMP (Report)	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
8.2	CASQA Format SWPPP	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
9	**Right-of-Way Documents, MM PS-1**																			
9.1	Legal Descriptions & Exhibits			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
9.1a	Record of Survey			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
10	Utility and Substructure Research/Coord.			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
11	Construction File			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
12	Coordination Meetings (40 hours)			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	Reimbursable: Reproduction																			
	Reimbursable: Title Report																			
	Subtotal Design Cost:		**6**	**$ 1,500**	**5**	**$ 1,125**	**4**	**$ 800**	**0**	**$ -**	**16**	**$ 2,560**	**5**	**$ 740**	**6**	**$ 678**	**30**	**$ 4,200**	**76**	**$ 7,600**
	Construction Support																			
	Request for Information			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	Change Order Analysis			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	Submittal Review			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	Record Drawings "As-Built"			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	Subtotal Construction Support:		**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**
	Total Design and Construction Support Cost:		**6**	**$ 1,500**	**5**	**$ 1,125**	**4**	**$ 800**	**0**	**$ -**	**16**	**$ 2,560**	**5**	**$ 740**	**6**	**$ 678**	**30**	**$ 4,200**	**76**	**$ 7,600**
	Addendum Costs:		1	$ 250	1	$ 225	0	$ -	0	$ -	9	$ 1,440	0	$ -	3	$ 339	8	$ 1,120	14	$ 1,400
	Total Budget:		**7**	**$ 1,750**	**6**	**$ 1,350**	**4**	**$ 800**	**0**	**$ -**	**25**	**$ 4,000**	**5**	**$ 740**	**9**	**$ 1,017**	**38**	**$ 5,320**	**90**	**$ 9,000**

5.5 EXHIBIT "C" - COST SUMMARY FORM - SHEET 4 OF 4

STREET AND UTILITY IMPROVEMENTS FOR C STREET, 8th STREET AND G STREET OF THE WESTERN SECTOR OF GREAT PARK, CIP 311613, 311616, 361612 AND 381702 TASK/HOUR BREAKDOWN

			MORROW MANAGEMENT												ENVIRO COMPLIANCE SOLUTIONS INC.						BOUDREAU			
TASK NO.	Work Task or Item*	NO. OF SHEETS	PRINCIPAL $ 135		PROJECT MANAGER $ 110		SENIOR ASSOCIATE/ PROJECT DIRECTOR $ 95		DRAFTSPERSON $ 65		ELECTRICAL ENGINEER PRINCIPAL $ 150		ELECTRICAL ENGINEER PROJECT MANAGER $ 95		PRINCIPAL $ 140		PROJECT ENGINEER $ 100		WORD PROCESSING/ CLERICAL $ 45		POTHOLING $ 300		TOTAL HOURS	TOTAL FEE
	DESCRIPTION		HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST		
1	Base Data Review, Cad File, Pics, Record Info.		10	$ 1,350		$ -		$ -	20	$ 1,300		$ -	10	$ 950		$ -		$ -		$ -		$ -	211	$ 28,499
2	Field Survey as Needed			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	80	$ 15,647
3	**Pavement Structural Section Analysis & Geotech. Report**			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	28	$ 5,128
3.1	Hydrology and Hydraulics Report			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	190	$ 28,913
4	Pothole Exhibit and Excavations as Necessary	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	120	$ 36,000	214	$ 53,431
5	Value Engineering and Cost Report			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	64	$ 10,619
6	**Permits & Agreements**																							
6.1	NPDES Amendment	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
6.2	Irvine Ranch Water District (IRWD)	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	16	$ 2,480
6.2a	United States Navy			$ -		$ -		$ -		$ -		$ -		$ -	120	$ 16,800	16	$ 1,600	30	$ 1,350		$ -	166	$ 20,738
7	**Plans, Special Provisions & Estimate**																							
7.1	Title Sheet	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	26	$ 3,706
7.2	Typical Sections	2		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	66	$ 9,937
7.3	Construction Details	4		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	74	$ 11,007
7.4	Utility Composite Plans	2		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	62	$ 9,393
7.4a	Demolition Plan	3		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	42	$ 6,279
7.5	Road Plan and Profile	6		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	178	$ 26,883
7.6	Roundabout Plan	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	87	$ 13,098
7.7	Domestic Water Plan and Profile	4		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	176	$ 23,152
7.8	Recycled Water Plan and Profile	3		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	136	$ 17,572
7.9	Sewer Plan and Profile	4		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	179	$ 23,077
7.10	Street Lighting Plans	5	10	$ 1,350	40	$ 4,400		$ -	80	$ 5,200	40	$ 6,000	20	$ 1,900		$ -		$ -		$ -		$ -	190	$ 19,793
7.11	Storm Drain Plan & Profile	3		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	280	$ 42,668
7.12	Storm Drain Details	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	100	$ 15,095
7.13	Landscape Plans	14		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	543	$ 60,517
7.13a	Trail Lighting/Electrical Plans	14		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	88	$ 11,036
7.14	Landscape Irrigation Plans	14		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	302	$ 37,816
7.15	Landscape Irrigation Details	3		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	22	$ 2,877
7.16	Signing and Striping	2		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	49	$ 6,213
7.17	Final Contour Grading	3		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	224	$ 31,778
7.18	Temp. BMPs\Erosion Control	2		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	24	$ 3,545
7.19	Traffic Control Plans	2		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	61	$ 7,285
7.20	CCTV Camera Plan	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	13	$ 1,657
7.21	Critical Path Method Schedule			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	32	$ 5,344
7.22	Cost Estimates and Backup Calcs		15	$ 2,025	10	$ 1,100		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	204	$ 28,282
7.22a	Specifications			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	367	$ 53,908
8	**Env. Mitig./Water Quality Compliance**																							
8.1	Finalize Draft WQMP (Report)	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	6	$ 886
8.2	CASQA Format SWPPP	1		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
9	**Right-of-Way Documents, MM PS-1**																							
9.1	Legal Descriptions & Exhibits			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	138	$ 20,824
9.1a	Record of Survey			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	94	$ 14,935
10	Utility and Substructure Research/Coord.		120	$ 16,200	195	$ 21,450	100	$ 9,500	220	$ 14,300		$ -		$ -		$ -		$ -		$ -		$ -	755	$ 81,995
11	Construction File		10	$ 1,350		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	10	$ 1,418
12	Coordination Meetings (40 hours)			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	69	$ 12,152
	Reimbursable: Reproduction																							$ 10,000
	Reimbursable: Title Report																							$ 300
	Subtotal Design Cost:		**165**	**$ 22,275**	**245**	**$ 26,950**	**100**	**$ 9,500**	**320**	**$ 20,800**	**40**	**$ 6,000**	**30**	**$ 2,850**	**120**	**$ 16,800**	**16**	**$ 1,600**	**30**	**$ 1,350**	**120**	**$ 36,000**	**5,566**	**$ 779,883**
	Construction Support																							
	Request for Information			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	30	$ 4,219
	Change Order Analysis			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	30	$ 4,219
	Submittal Review			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	25	$ 3,522
	Record Drawings "As-Built"			$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	40	$ 5,686
	Subtotal Construction Support:		**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**125**	**$ 17,646**
	Total Design and Construction Support Cost:		**165**	**$ 22,275**	**245**	**$ 26,950**	**100**	**$ 9,500**	**320**	**$ 20,800**	**40**	**$ 6,000**	**30**	**$ 2,850**	**120**	**$ 16,800**	**16**	**$ 1,600**	**30**	**$ 1,350**	**120**	**$ 36,000**	**5,691**	**$ 797,529**
	Addendum Costs:		8	$ 1,080	20	$ 2,200	0	$ -	0	$ -	0	$ -	0	$ -	87	$ 12,180	92	$ 9,200	15	$ 675	0	$ -	729	$ 89,907
	Total Budget:		**173**	**$ 23,355**	**265**	**$ 29,150**	**100**	**$ 9,500**	**320**	**$ 20,800**	**40**	**$ 6,000**	**30**	**$ 2,850**	**207**	**$ 28,980**	**108**	**$ 10,800**	**45**	**$ 2,025**	**120**	**$ 36,000**	**6,420**	**$ 887,436**

PROACTIVE
ENGINEERING CONSULTANTS
a different kind of company

April 5, 2018

Mr. Thomas Perez, CIP Administrator
City of Irvine Public Works
6427 Oak Canyon
City of Irvine, CA 92618

RE: Summary of Extra Services for Great Park Western Sector CIP Projects 311616, 361612, 381702

Dear Tom:

The following is our proposal for extra services requested by the City for CIPs 31116, 36162 and 381702:

1. **Design Modifications, Additional Alignments, Analysis and Meetings**
   - Original proposed street alignments required variances.
   - New alignment base files needed to be analyzed for the various road alternatives developed by Consultant. Each alternative involved revisions to the proposed wet utility layouts.
   - Additional meetings and coordination with the City were required.

   Value of Services: $6,510 (42 hours, Project Engineer @ $155/hr)

2. **Preliminary Engineering/Conceptual Layouts**
   - Prepare street geometrics for multiple iterations of possible street alignments to meet City design speeds and address City comments
   - Terminate Bosque at Palm Court
   - Realign Phantom along entire frontage of Ducks facilities, adjustment to join Fivepoint design at LV Street.
   - Realign Phantom from Ridge Valley to new roundabout to avoid impacts to existing bio swale
   - Redesign of roundabout layout
   - Additional meetings with City staff to discuss various layouts/options

   Value of Services: $29,140 (188 hours, Project Engineer @ $155/hr)

200 South Main Street, Suite 300
Corona CA 92882
T: 951/280-3300
F:951/280-0279

www.proactiveengineering.net

3. **Storm Drain System Revisions**
   - Redesign system to eliminate approximately 1200 feet of mainline within the utility corridor area, and two festival access roads connecting to Phantom and Bosque. Eliminate five Filtera WQ treatment units. Modify catch basins/laterals, and hydrology/hydraulics report for various revisions.

Value of Services: $24,800 (160 hours, Project Engineer @ $155/hr)

4. **IRWD Coordination**

   - Design revision to include a turn around on Bosque, and a paved utility corridor connecting the turn around area with the roundabout.
   - With the revised pavement width of the utility corridor vs. original roadway, alignment base files were revised for sewer, water and reclaimed water plans.
   - Revised tie-in location with existing utilities
   - Coord with City, IRWD, and team

Value of Services: $14,105 (91 hours, Project Engineer @ $155/hr)

5. **SWPPP Coordination**
   - SWPPP preparation and/or coordination was not a part of the original scope.
   - Coordination with City
   - Reconcile and summarize the responsibilities of the various parties such as AECOM, City and the project contractor.
   - Provide special provisions SWPPP section.

Value of Services: $3,875 (25 hours, Project Engineer @ $155/hr)

6. **Wet Utility Coordination**
   - Coordination with City to provide wet utility services to the various facilities
   - Meetings and coordination with City and IRWD
   - Analysis of water and sewer demand information provided by City
   - Revision of storm drain in Bosque to connect to the existing 36" RCP near SP-3. Removed storm drain system downstream, see 3 above.
   - Revise IRWD plan to include the crossing details

Value of Services: $6,200(40 hours, Project Engineer @ $155/hr)

200 South Main Street, Suite 300
Corona CA 92882
T: 951/280-3300
F:951/280-0279

www.proactiveengineering.net

7. **General Plan Updates (Drafting)**
   - Creation of multiple plan sets to make multiple submittals for Bosque, Low Flow Diversion and Landscape submittals
   - Coord with City and team

   Value of Services: $3,250 (25 hours, Designer @ $130/hr)

8. **WQMP Support**
   - WQMP was originally excluded from scope
   - Address City comments and update/revise WQMP for Western Sector improvements

   Value of Services: $3,100 (20 hours, Project Engineer @ $155/hr)

9. **Project Management Effort as Prime Consultant to Manage Additional Work**
   - Manage consultant team to address the various changes listed above

   Value of Services: $8,000 (50 hours, Project Manager @ $160/hr)

Total Value of Services: $ 98,980.00

Thank you for the opportunity to be of service.
Sincerely,

Tom Braun, MS, PE
Principal

200 South Main Street, Suite 300
Corona CA 92882
T: 951/280-3300
F:951/280-0279

www.proactiveengineering.net

ATTACHMENT II

Orange County Great Park Western Sector Roadways, CIP 311613, 311616, 361612

Professional Consulting Services Agreement with Proactive Consulting Engineers

Budget Pricing
April 24, 2018

Date	Description	Budget Amount
October 10, 2016	Initial RFP Scope of Work	$ 877,436
April 5, 2018	Proposal for Extra Design Services	$ 98,980
April 11, 2018	Proposal for Extra Design Services	$ 175,000
	Total Not-To-Exceed	**$ 1,161,416**

PROACTIVE
ENGINEERING CONSULTANTS
a different kind of company

April 11, 2018

Thomas Perez, PE, CIP Administrator
City of Irvine – Project Management
Capital Projects Division
6427 Oak Canyon
Irvine, CA 92618

RE: Proposal for Bosque Knuckle Plan Revision Professional Engineering Services for Street and Utility Improvements for the Western Sector of Great Park (CIP 311613, 311616, 361612, 381702) for the City of Irvine's Capital Projects Division

Dear Mr. Perez:

To accomplish the plan revisions to remove the utility corridor and the Bosque cul-de-sac, and replace it with a full street and a knuckle (total length approximately 1,350'), the following work effort is anticipated:

1. **Develop Concept/Geometrics**
   a. Calc in proposed street geometrics based on City sketch
   b. Provide to City for feedback/review
   c. Make requested edits/revisions

   Value of services: $7,500 (55 hrs)

2. **Roadway Plan (We will blend the new plans into the existing H&A plans as Delta 1)**
   a. Prepare plan and profile
   b. Identify all deleted sheets/work in current plan set
   c. Process revision thru City

   Value of services: $9,000 (75 hrs)

3. **Roundabout Plan**
   a. Modify connection to roundabout (it is currently simply a driveway depression).
   b. Design geometrics of new leg and porkchop curbs
   c. Revise roundabout plan/profile
   d. Have Urban Crossroads Traffic Engineers review Knuckle design
   e. Process revision thru City

   Value of services: $7,500 (50 hrs)

200 South Main Street, Suite 300
Corona CA 92882
T: 951/280-3300
F:951/280-0279

www.proactiveengineering.net

4. **Street Light Plan**
    a. Prepare street light plan exhibit for City review
    b. Following approval of exhibit, add street lights to plan/profile
    c. Coordinate with Morrow Management to revised street light plan and joint trench plan
    d. Process revision thru City

Value of services: $3,000 (20 hrs)

5. **Hydrology**
    a. Since proposed alignment impacts the existing drainage ditch, the project will now need to accommodate the water flowing from the Palm Court area
    b. Research existing hydrology for Palm Court area
    c. Develop concept to handle flows from Palm Court/impacted ditch. This could involve pipes/culverts/ditches
    d. Calculate hydrology for concept
    e. Prepare exhibit
    f. Revise existing report
    g. Process revision thru City

Value of services: $9,500 (60 hrs)

6. **Hydraulics**
    a. Based on drainage concept, prepare hydraulic calcs for system of pipes, catch basins, culverts, and ditches
    b. Prepare exhibits as needed
    c. Revise existing report
    d. Process revision thru City

Value of services: $5,500 (36 hrs)

7. **Storm Drain Plan**
    a. Prepare storm drain plan and profile design for new layout
    b. Process revision thru City

Value of services: $12,000 (80 hrs)

8. **Storm Drain Details**
    a. Prepare details for new layout
    b. Prepare unique details for culverts/ped bridges
    c. Process revision thru City

Value of services: $8,000 (55 hrs)

200 South Main Street, Suite 300
Corona CA 92882
T: 951/280-3300
F:951/280-0279

www.proactiveengineering.net

9. **Water Plan**
    a. Work out revised water concept with IRWD
    b. Prepare plan and profile
    c. Process revision thru IRWD

    Value of services: $7,000 (50 hrs)

10. **Reclaimed Water Plan**
    a. Work out revised reclaimed water concept with IRWD
    b. Prepare plan and profile
    c. Process revision thru IRWD

    Value of services: $6,000 (45 hrs)

11. **Sewer Plan**
    a. Work out revised sewer concept with IRWD
    b. Prepare plan and profile
    c. Process revision thru IRWD

    Value of services: $7,000 (50 hrs)

12. **Sign and Stripe Plan**
    a. Prepare sign/strip plan exhibit for City review
    b. Following approval of exhibit, revise sign/stripe plans
    c. Process revision thru City

    Value of services: $2,000 (16 hrs)

13. **Demo Plan**
    a. Design demo plan for revised alignment
    b. Process revision thru City

    Value of services: $5,500 (40 hrs)

14. **Contour Grading Plan**
    a. Coord with landscape architect and City for desired concept grading/bike path impacts
    b. Design contour grading sheets
    c. Process revision thru City

    Value of services: $6,000 (45 hrs)

200 South Main Street, Suite 300
Corona CA 92882
T: 951/280-3300
F:951/260-0279

www.proactiveengineering.net

15. **Composite Utility Plan**
    a. Revise composite utility plan to reflect revised utility alignments
    b. Process revision thru City

    Value of services: $2,000 (16 hrs)

16. **Cost Estimate**
    a. Prepare cost estimate for new proposed facilities
    b. Prepare cost estimate for facilities from prior design (cul and utility corridor) that will be eliminated.
    c. Assist client in preparing a contractor change order

    Value of services: $9,500 (70 hrs)

17. **Specifications**
    a. Prepare specs for new proposed facilities
    b. Revise specs for facilities from prior design (cul and utility corridor) that will be eliminated.
    c. Process revised specs thru City

    Value of services: $6,000 (40 hrs)

18. **Water Quality Coord**
    a. Coord with City water quality designer for the Great Park area
    b. Provide info/coord as needed

    Value of services: $2,000 (12 hrs)

19. **Dry Utility Revisions (Morrow)**
    a. Modify Bosque Street due to base file changes and design of knuckle
    b. Revise private street light power design ($2800 budget)

    Value of services: $10,000 (110 hrs)

20. **Coordination/Meetings**
    a. Attend meetings with City as requested
    b. Coord with City and various consultants as needed

    Value of services: $5,000 (32 hrs)

21. **Offsite Improvements**
    a. Prepare plans based on City concepts
    b. Obtain necessary permits and approvals

    Value of services: $45,000 (300 hrs)

200 South Main Street, Suite 300
Corona CA 92882
T: 951/280-3300
F:951/280-0279

www.proactiveengineering.net

PROACTIVE
ENGINEERING CONSULTANTS
a different kind of company

Items not anticipated or included:

- SWPPP
- Right of way/easements (assumed provided by DMC or others)

The total Value of Services: $175,000

Thank you again for the opportunity to be of service.

Sincerely,

PROACTIVE ENGINEERING

Thomas E. Braun, PE
Principal

200 South Main Street, Suite 300
Corona CA 92882
T: 951/280-3300
F:951/280-0279

www.proactiveengineering.net