



REVISED AGENDA

CITY COUNCIL REGULAR MEETING

Donald P. Wagner
Mayor

Lynn Schott
Mayor Pro Tempore

Melissa Fox
Councilmember

Jeffrey Lalloway
Councilmember

Christina Shea
Councilmember

January 24, 2017
4:00 PM

City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

Speaker's Card/Request to Speak: If you would like to address the City Council on a scheduled agenda item – including a Consent Calendar item, a Regular Council 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 City Clerk. The [Request to Speak Form](#) assists the Mayor in ensuring that all persons wishing to address the City Council are recognized. It also ensures the accurate identification of meeting participants in the City Council minutes. Your name will be called at the time the matter is heard by the City Council. City 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 Mayor), 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 Mayor or the City Council during the course of the meeting, so please stay alert.

CALL TO ORDER

ROLL CALL

Scan this QR code for an electronic copy of the
City Council staff reports.



1. CLOSED SESSION

- 1.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1) - Orange County Fire Authority and the City of Irvine v. All Persons Interested [In second Amendment to Amended Joint Powers Authority Agreement], Fourth Appellate District, Division Three, Appellate Case No. G050687**
- 1.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9, subdivision (d)(1): one case - USS Cal Builders v. City of Irvine, Orange County Superior Court Case No. 30-2015-00824147-CU-BC-CJC**

RECONVENE TO THE CITY COUNCIL MEETING

PLEDGE OF ALLEGIANCE

INVOCATION

2. PRESENTATIONS

- 2.1 Commend Gordon "Bob" McKervey, World War II Veteran**

CITY MANAGER'S REPORT

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Announcements, Committee Reports and Council Comments are for the purpose of presenting brief comments or reports, are subject to California Government Code Section 54954.2 of the Brown Act and are limited to 15 minutes per meeting.

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 City Council meeting.

3. CONSENT CALENDAR

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

3.1 MINUTES

ACTION:

Approve the minutes of a regular meeting of the Irvine City Council and regular joint meeting with the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency held on January 10, 2017.

3.2 WARRANT AND WIRE TRANSFER RESOLUTION

ACTION:

Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3.3 FISCAL YEAR 2015-2016 CAPITAL IMPROVEMENT AND SPECIAL FUNDS YEAR-END REPORT

ACTION:

- 1) Approve the closure of 183 projects with \$268.2 million in expenditures and release appropriations of \$10.1 million in applicable special funds.
- 2) Appropriate \$200,000 of Air Quality Management District funds to the Jeffery Open Space Trail and Interstate 5 Pedestrian Bridge Project.
- 3) Commit \$5 million in Gas Tax and System Development Charge Circulation funding for the construction of the Marine Way project and \$9.6 million of Infrastructure and Rehabilitation and System Development Charge Non Circulation funding towards the City's significant future projects like the Irvine Animal Care Center facility improvement and expansion.
- 4) Approve the continuation of 211 capital projects with budgets totaling \$246.9 million to Fiscal Year 2016-17.
- 5) Approve a \$5.5 million net appropriation to inter-fund transfers for open capital projects among various special and capital project funds.
- 6) Approve funding for outstanding purchase orders and continuing activities in the Special Funds totaling \$3.9 million.
- 7) Receive and file Community Facility District (CFD) annual reports for CFD 2004-1 Central Park, CFD 2005-2 Columbus Grove and CFD 2013-3 Great Park.

3.4 2017 CITY COUNCIL MEETING CALENDAR

ACTION:

Approve the proposed 2017 City Council Meeting Calendar.

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

ACTION:

- 1) Authorize the Mayor to sign a contract amendment with AECOM, Inc., in the amount of \$650,000 for urban design and planning services related to planning for the Cultural Terrace.
- 2) Approve a budget adjustment appropriating funds in the amount of \$650,000 from the Orange County Great Park Fund 180 unallocated fund balance to the City Manager's Office Great Park Section 020 budget for Design Coordination Services (as described in recommendation 1).
- 3) Approve a budget adjustment appropriating funds in the amount of \$50,000 from the Orange County Great Park Fund 180 unallocated fund balance to the City Manager's Office Great Park Section 020 budget for Engineering Support Services related to planning for the Cultural Terrace.

(Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each Councilmember when he or she sat and voted as a member of the Board of Directors of the Orange County Great Park Corporation. However, if a Councilmember is not present at the City Council meeting, his or her vote will be reflected as absent.)

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

ACTION:

- 1) Authorize the City Manager to sign a contract with Pascuzzo and Pate Golf Design in the amount of \$24,000 for design review services for the Orange County Great Park Golf Course.
- 2) Authorize the City Manager to execute a contract with National Golf Foundation, Inc., in the amount of \$19,500 for a market feasibility study for the Orange County Great Park Golf Course.
- 3) Approve a budget appropriation in the amount of \$43,500 from the Orange County Great Park Fund 180 unallocated fund balance for design review services and market feasibility study for the Orange County Great Park Golf Course.

(Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each Councilmember when he or she sat and voted as a member of the Board of Directors of the Orange County Great Park Corporation. However, if a Councilmember is not present at the City Council meeting, his or her vote will be reflected as absent.)

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

ACTION:

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

(Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each Councilmember when he or she sat and voted as a member of the Board of Directors of the Orange County Great Park Corporation. However, if a Councilmember is not present at the City Council meeting, his or her vote will be reflected as absent.)

**3.8 RENEWAL OF IRVINE ADULT DAY HEALTH SERVICES LEASE AND
OPERATING AGREEMENT**

ACTION:

Approve a 10-year renewal of the Irvine Adult Day Health Services Lease and Operating Agreement in substantially the form as attached and authorize the City Manager or his designee to execute the Lease and Operating Agreement.

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

ACTION:

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

(Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each Councilmember when he or she sat and voted as a member of the Board of Directors of the Orange County Great Park Corporation. However, if a Councilmember is not present at the City Council meeting, his or her vote will be reflected as absent.)

3.10 AGREEMENT WITH CLEAN ENERGY FOR CONTINUED OPERATION AND MAINTENANCE OF A PUBLICLY ACCESSIBLE COMPRESSED NATURAL GAS FUELING STATION ON CITY PREMISES

ACTION:

Authorize the City Manager to execute a new five-year agreement with Clean Energy for land use and the operation and maintenance of the existing publicly accessible compressed natural gas fueling station located on City premises at the Operations Support Facility.

3.11 JOINT USE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR UNDERGROUNDING OVERHEAD ELECTRICAL FACILITIES ON JAMBOREE ROAD

ACTION:

Authorize the Mayor to execute a Joint Use Agreement with Southern California Edison for the conversion of electrical facilities from overhead to underground on Jamboree Road in the vicinity of Dupont Drive.

3.12 ACCEPTANCE OF PORTIONS OF IRVINE BOULEVARD AND PUSAN INTO THE CITY STREET SYSTEM

ACTION:

- 1) Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO ACCEPT IRVINE BOULEVARD STREET IMPROVEMENTS LOCATED ON CITY PROPERTY PURSUANT TO CHAPTER 1, CONSTRUCTION AND MAINTENANCE, CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 1806
- 2) Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO ACCEPT PUSAN STREET IMPROVEMENTS LOCATED ON CITY PROPERTY PURSUANT TO CHAPTER 1, CONSTRUCTION AND MAINTENANCE, CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 1806
- 3) Authorize the City Manager to accept future street improvements on City property into the City street system.

3.13 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS

ACTION:

- 1) Approve Mayor Pro Tempore Schott's request for Community Partnership Fund Grant nomination to the American Legion Post 838 in the amount of \$500 in support of program costs.
- 2) Authorize the City Manager to prepare and sign the funding agreement listed in Action 1.

4. COUNCIL BUSINESS

4.1 FISCAL YEAR 2015-16 GENERAL FUND YEAR-END REPORT

ACTION:

- 1) Approve a budget adjustment allocating \$8,942,226 of year-end General Fund balance for specific projects/programs previously approved by the City Council.
- 2) Approve a budget adjustment allocating \$621,962 of year-end General Fund balance for outstanding encumbrances and Purchase Orders that were not completed by the end of the fiscal year.
- 3) Approve a budget adjustment increasing allocations and transfers by \$2,250,000 of year-end General Fund balance for an additional contribution to the Accelerated Pension Liability Paydown Plan and other projects recommended by the City Manager.
- 4) Approve a budget adjustment for \$940,000 of year-end General Fund balance to fund the implementation of traffic signal Capital Improvement Projects.

PUBLIC COMMENTS - Public comments will be heard at approximately 6:30 p.m. or prior to adjournment, whichever occurs earlier.

Any member of the public may address the City Council on items within the City Council'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 City Council meetings are broadcast live every 2nd and 4th Tuesday of the month at 4 p.m. and are replayed on Tuesdays at 4 p.m. (in weeks in which there is not a live City Council meeting), Sundays at 11 a.m., Wednesdays at 7 p.m., and Thursdays at 10 a.m. until the next City Council meeting. All broadcasts can be viewed on Cox Communications Local Access Channel 30 and U-Verse Channel 99. City Council 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 City Clerk's office at (949) 724-6205.

ADJOURNMENT

At 11:00 p.m., the City Council will determine which of the remaining agenda items can be considered and acted upon prior to 12:00 midnight and will continue all other items on which additional time is required until a future City Council meeting. All meetings are scheduled to terminate at 12:00 midnight.

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 City Clerk and are available for public inspection and copying once the agenda is publicly posted, (at least 72

hours prior to a regular City Council meeting). Staff reports can also be downloaded from the City's website at cityofirvine.org beginning the Friday prior to the scheduled City Council meeting on Tuesday.

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 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 City Council regarding any item on this agenda after the posting of the agenda will be available for public review in the 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 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 City Council. Please provide 15 copies of the information to be submitted and file with the City Clerk at the time of arrival to the meeting. This information will be disseminated to the City Council 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 City Clerk's Office at (949)724-6205 no later than 12:00 noon 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 12:00 noon on the day of the scheduled meeting. To facilitate your request contact the PIO Office at (949)724-6253 or the City Clerk's Office at (949)724-6205.

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

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitations period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge that is not filed within this 90-day period will be barred.

If a person wishes to challenge the nature of the above actions 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 City of Irvine, 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 City Council are held on the second and fourth Tuesdays of each month at 4:00 p.m. Study Sessions and/or Closed Sessions are periodically held prior to the start of the regular meeting. Agendas are available at the following locations:

- City Clerk's Office
- Police Department
- City's web page at www.ci.irvine.ca.us

I hereby certify that the agenda for the Regular City Council meeting was posted in accordance with law in the posting book located in the Public Safety Lobby of City Hall, One Civic Center Plaza, Irvine, California on January 20, 2017 by 5 p.m. as well as on the City's web page.

 ASST CITY CLERK
 Molly McLaughlin, CMC
 City Clerk

CLOSED SESSION

1.1-1.2

PRESENTATIONS

2.1



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: PRESENTATIONS

A handwritten signature in blue ink, appearing to read "Molly Zupel", is written over a horizontal line.

City Clerk

RECOMMENDED ACTION:

Commend Gordon "Bob" McKervey, World War II Veteran

CITY OF IRVINE

Commendation

GORDON "BOB" MCKERVEY WORLD WAR II VETERAN

WHEREAS, Bob McKervery joined the United States Army in April 1942 and was assigned to the 148th Engineer Combat Battalion – 1110th Engineer Combat Group; and

WHEREAS, Bob McKervery fought with distinction and courage in some of the greatest European battles of World War II, including landing on Utah Beach during the Invasion of Normandy and fighting on the frontline in the Battle of the Bulge; and

WHEREAS, following the Invasion of Normandy, Bob McKervery led reconnaissance patrols in the Normandy countryside, during which time he received two Purple Hearts; and

WHEREAS, during the Battle of the Bulge, Bob McKervery was deployed to the frontline to fight the German Army and received his third Purple Heart, when on Christmas Day 1944, a German tank opened fire on his Jeep while delivering food to his men, striking him by shrapnel in his face and wrist; and

WHEREAS, Bob McKervery was honorably discharged from the United States Army in 1945 and later established an engineering company, which was responsible for engineering many of the water transmission lines in the City of Irvine.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY COMMEND Gordon "Bob" McKervery for his infinite courage and dedicated military service in the United States Army during World War II and for his contributions to the early development of the City of Irvine.

DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
January 24, 2017



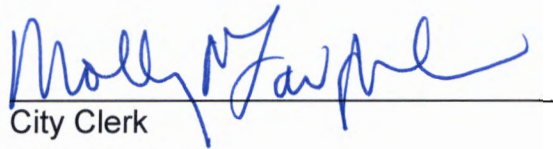
3.1



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: MINUTES


City Clerk

RECOMMENDED ACTION:

Approve the minutes of a regular meeting of the Irvine City Council and regular joint meeting with the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency held on January 10, 2017.



MINUTES

**CITY COUNCIL
REGULAR MEETING
AND
REGULAR JOINT MEETING
WITH THE CITY OF IRVINE AS
SUCCESSOR AGENCY TO THE
DISSOLVED IRVINE
REDEVELOPMENT AGENCY**

**January 10, 2017
4:00 PM
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606**

CALL TO ORDER

The regular meeting of the Irvine City Council and regular joint meeting with the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency was called to order at 4:04 p.m. on January 10, 2017 in the City Council Chamber, Irvine Civic Center, One Civic Center Plaza, Irvine, California; Mayor/Chairman Wagner presiding.

ROLL CALL

Present:	4	Councilmember/Boardmember:	Melissa Fox
		Councilmember/Boardmember:	Christina Shea
		Mayor Pro Tempore/Vice Chairwoman:	Lynn Schott
		Mayor/Chairman:	Donald P. Wagner
Absent:	1	Councilmember/Boardmember:	Jeffrey Lalloway

Mayor Wagner noted that Councilmember/Boardmember Lalloway was not feeling well and would not be attending the meeting.

1. CLOSED SESSION

City Attorney Melching announced the following Closed Session items:

- 1.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9, subdivision (d)(1): one case - USS Cal Builders v. City of Irvine, Orange County Superior Court Case No. 30-2015-00824147-CU-BC-CJC**
- 1.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Pursuant to Government Code Section 54956.9, subdivision (d)(1)**

There were no requests to speak to the Closed Session item.

RECESS

Mayor Wagner convened the City Council meeting to Closed Session at 4:05 p.m.

RECONVENE TO THE CITY COUNCIL MEETING

Mayor Wagner reconvened the regular City Council meeting at 5:15 p.m. City Attorney Melching, on behalf of the City Council, announced that there was no reportable action taken in Closed Session.

PLEDGE OF ALLEGIANCE

Mayor Wagner led the Pledge of Allegiance.

INVOCATION

Mayor Wagner invited Newport Mesa Irvine Interfaith Council representatives Reverend Dr. Charles Dorse from Christ Our Redeemer African Methodist Episcopal Church, and Sheikh Atef Magroub from Islamic Center of Irvine, to provide the invocation.

2. PRESENTATIONS

2.1 Proclaim January 13, 2017 as “Korean American Day”

Mayor Wagner introduced the following individuals who attended in support of proclaiming January 13, 2017 as “Korean American Day”:

- Diane Kim, President and Boardmember, UCI Korean American Alumni Chapter, Korean American Center and the Irvine Korean Cultural Festival

- Elizabeth Rho, Irvine Korean Parent Association President
- Juneu Kim, President, Irvine Korean Evergreen Association
- Earnest Lee, President, OC Korean American Chamber of Commerce
- Grace Yun, Korean American Center

2.2 Proclaim January 16, 2017 as “Dr. Martin Luther King Jr. Day”

Mayor Wagner introduced the following individuals who attended in support of proclaiming January 16, 2017 as “Dr. Martin Luther King Jr. Day”:

- Kate Klimow, Assistant Vice Chancellor, Community and Government Relations, University of California, Irvine
- Jade Turner, Associate Director, University of California, Irvine Cross-Cultural Center and President of Black Faculty and Staff Association
- Marcela Ramirez, Student Regent, University of California Board of Regents

CITY MANAGER'S REPORT

There was no report.

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Councilmember Shea noted a recent article in the Orange County Register highlighting homelessness in Orange County; and asked that the City Manager explore the matter in more detail with a report back to the City Council to include: 1) the extent of homeless populations, 2) grants available to help fund solutions, and 3) how the City might help to alleviate the problem.

Mayor Pro Tempore Schott announced that the Irvine Chamber of Commerce is hosting its Business Outlook Breakfast on Tuesday, January 31 from 7:30-9:30 a.m. at the Hotel Irvine, featuring Global Economist & Market Expert Todd Buchholz as the Keynote Speaker, and U.C. Irvine’s School of Social Sciences Dean Bill Maurer. Tickets are limited. For information, visit *irvinechamber.com*.

ADDITIONS AND DELETIONS

City Manager Joyce noted that an appeal with respect to Public Hearing Item No. 5.1 (Appeal of Subdivision Committee’s Recommendation to Approve Vesting Tentative Tract Maps in Neighborhood 3 of Planning Area 1 – Orchard Hills) had been withdrawn at the request of the appellant.

CONVENE TO THE REGULAR JOINT MEETING

Mayor/Chairman Wagner convened to the regular joint meeting with the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency at 5:30 p.m.

3. CONSENT CALENDAR - CITY COUNCIL

ACTION: Moved by Councilmember/Boardmember Shea, seconded by Mayor Pro Tempore/Vice Chairwoman Schott, and unanimously carried by those members present (Councilmember/Boardmember Lalloway absent) to approve City Council Consent Calendar Item Nos. 3.1 through 3.3, and Successor Agency Consent Calendar Item Nos. 4.1 through 4.3,

3.1 MINUTES

ACTION:

1. Approved the minutes of a special meeting of the Irvine City Council held on November 29, 2016.
2. Approved the minutes of a regular meeting of the Irvine City Council held on December 13, 2016.

3.2 WARRANT AND WIRE TRANSFER RESOLUTION

ACTION:

Adopted RESOLUTION NO. 17-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3.3 NOTICE OF REVIEW FOR TRACT MAPS IN GREAT PARK NEIGHBORHOODS (HERITAGE HILLS) AND IRVINE BUSINESS COMPLEX

ACTION:

Received and filed.

4. CONSENT CALENDAR - SUCCESSOR AGENCY

4.1 MINUTES

ACTION:

Approved the minutes of a regular joint meeting of the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency with the Irvine City Council held on October 25, 2016.

4.2 WARRANT AND WIRE TRANSFER RESOLUTION – CITY COUNCIL AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY

ACTION:

Adopted RESOLUTION NO. 17-01 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY ALLOWING CERTAIN CLAIMS AND DEMANDS OF THE CITY COUNCIL AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

PUBLIC COMMENT - SUCCESSOR AGENCY

There were no public comments.

ADJOURNMENT – REGULAR JOINT MEETING

Moved by Councilmember/Boardmember Shea, seconded by Mayor Pro Tempore/Vice Chairwoman Schott, and unanimously carried by those members present (Councilmember/Boardmember Lalloway absent) to adjourn the regular joint meeting with the Successor Agency at 5:33 p.m.

RECONVENE TO THE CITY COUNCIL MEETING

Mayor Wagner reconvened the regular City Council meeting at 5:34 p.m.

5. PUBLIC HEARINGS

5.1 APPEAL OF SUBDIVISION COMMITTEE’S RECOMMENDATION TO APPROVE VESTING TENTATIVE TRACT MAPS IN NEIGHBORHOOD 3 OF PLANNING AREA 1 (ORCHARD HILLS)

Mayor Wagner noted that the appeal had been withdrawn. See Additions and Deletions.

6. COUNCIL BUSINESS

6.1 APPROVAL OF APPOINTMENTS OF CITY COUNCIL REPRESENTATIVES TO CITY ADVISORY COMMITTEES AND GOVERNMENTAL AGENCIES

Mayor Wagner presented the staff report and noted that the proposed appointments for the ensuing year were based on his recommendations.

Councilmember Shea noted that she was unable to serve as delegate to the Library Advisory Board of Orange County Library System due to scheduling conflicts; and further noted that she had reached out to Councilmember Fox to serve in her place, to which Councilmember Fox accepted Councilmember Shea's recommendation.

ACTION: Moved by Councilmember Shea, seconded to Councilmember Fox, and unanimously carried by those members present (Councilmember Lalloway absent) to:

- 1) Appoint City Council delegates and alternates to outside governmental agencies on which the City has representation for the 2017 calendar year **as amended** to appoint Councilmember Fox to the Library Advisory Board (LAB) of Orange County Library System.
- 2) Appoint City Council representatives and approve staff appointments to various City of Irvine advisory Commissions, Committees and Task Forces for the 2017 calendar year.
- 3) Adopt RESOLUTION NO. 17-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, DESIGNATING AND APPOINTING ITS REPRESENTATIVE TO THE ORANGE COUNTY FIRE AUTHORITY'S BOARD OF DIRECTORS
- 4) Adopt Fair Political Practices Commission Public Official Appointment Form 806 and direct the City Clerk to post an amended form to the City website to report any change in appointments to the governmental agencies providing stipends as determined by the City Council.

6.2 CONSIDERATION OF MAYOR WAGNER'S REQUEST FOR DISCUSSION OF ENHANCED TRAFFIC MANAGEMENT MATTERS

This item was agendaized at the request of Mayor Wagner, who noted traffic matters as a common concern of candidates during the last election, and asked for City Council consideration of the list of recommendations outlined in his memo to address these concerns, which included the re-establishment of the Transportation Commission.

Fritz Mehrtens, Irvine resident, spoke in support, and suggested that the City replace protected left turn signals with permissive ones.

Andy Zelinko, Irvine resident, spoke in support, and asked that the City Council consider air traffic as part of the responsibilities of the proposed Transportation Commission.

Mark Newgent, Irvine resident, spoke in support of working with the school districts to increase school bus service in the City.

Gang Chen, Irvine resident, spoke in support of re-establishing the Transportation Commission, and reiterated that traffic matters should be coordinated with the Planning Commission.

City Council discussion included: importance of public participation regarding traffic matters; inclusion of bicyclists, pedestrians and other stakeholders as part of the transportation community and not focusing solely on vehicular traffic; pursuing transportation grants and proposals, including the Volkswagen (VW) settlement agreement by the January 16 deadline, as well as public transportation and net zero grants; importance of re-establishing the Transportation Commission to address traffic matters; coordinating development projects with traffic management; allowing transportation commissioners to set goals; noted that infrastructure has outpaced development; suggested expansion of the iShuttle program; working with the school districts to address school and bus traffic; reiterated the necessity of a cost/benefit analysis in the recent traffic study, and noted that discussion should include metrics to measure benefits and costs to allow for informed versus anecdotal decisions, particularly in the Irvine Business Complex (IBC); reiterated that traffic matters could be improved but not entirely resolved; suggested recruiting a transportation professional with experience in working with County and State agencies; questioned the role of the North Irvine Transportation Committee, frequency of meetings, and whether it should consult the proposed Transportation Commission; and noted the impact of traffic on quality of life.

ACTION: Moved by Councilmember Shea, seconded by Councilmember Fox, and unanimously carried by those members present (Councilmember Lalloway absent) to:

- 1) Direct the City Manager to return in February with implementing resolutions and/or ordinances as necessary to reinstate the previously existing City of Irvine Transportation Commission. At a minimum, this commission should be tasked with thoroughly evaluating development proposals to ensure that any impact to traffic as a result of the proposed development is appropriately mitigated, monitoring progress of traffic capital projects, reviewing and providing input on multi-jurisdictional signal coordination and local arterial efforts and providing guidance on transit planning and traffic safety matters. The commission should be established as a recommending body to the Planning Commission and/or City Council based on the development project under review.
- 2) Direct the City Manager to immediately initiate a recruitment for a Transportation Manager to oversee all aspects of

transportation matters, including traffic management and transit planning, and to serve as the staff liaison to the proposed Transportation Commission. This position should be filled using an existing vacant full-time position to maintain the City's budgeted position count, **as amended** to further qualify that the required skill sets for this position would include, but not be limited, to the following:

- a. A highly-trained or skilled knowledgeable professional with experience and knowledge to deal with regional transportation agencies (i.e. CalTrans);
 - b. An individual that understands the dynamics of statewide transportation goals within the industry and that will assist with not only what is needed in Irvine, but also look for a countywide solution; and
 - c. An individual with the stature within the City organization to exercise some independence and make certain decisions while also having the latitude to drill down and work on traffic issues facing the City.
- 3) Direct the City Manager to develop scope and cost estimates for the following new traffic management initiatives:
- a. **Adaptive Traffic Control Pilot Project** – Implement technology enhancements along a selected corridor (such as Von Karman) using successfully employed best practices to enable immediate real-time signal timing adjustments based on detection of traffic volumes to provide appropriate signal green time to the direction in need. This pilot project should be implemented and evaluated by traffic industry experts and a report of its effectiveness provided to the proposed Transportation Commission and City Council upon completion.
 - b. **Enhance Local Transit Routes** – Develop concept plans and recommendations for a new community shuttle circulator providing shuttle service throughout the center core of the City offering an alternative to single occupancy trips for Irvine residents.

- c. **Promote Active Transportation, Staggered Business Hours and Ridesharing** – Develop a community outreach program promoting nontraditional business practices such as staggered business hours or non-peak delivery periods, alternatives to commuter and recreational vehicle trips, and/or bicycling and walking alternatives, including incentives for participating businesses and organizations.
- 4) **As amended** to Direct the City Manager to pursue traffic and transportation grants and funding opportunities, including but not limited to active transportation and low emission projects.

PUBLIC COMMENT-CITY COUNCIL

Andy Zelinko, Irvine resident, spoke in support of relocating the annual Christmas Tree in front of City Hall to increase public visibility.

Alan Meyerson, Irvine resident, referenced comments made in recent political advertisements, and spoke in support re-establishing the Transportation Commission.

Michael Klubniken spoke about recent actions taken by the Orange County Board of Supervisors and in support of public participation in the public meeting process.

Stephen Wontrobski, Mission Viejo resident, spoke about the City’s financial obligations to the Orange County Fire Authority.

Ilya and Robert Tseglin reiterated a domestic issue related to an autistic family member.

The following individuals spoke in support a bicycling advisory committee and enhancing bicycle planning in the City:

- Brian Cox, Orange County Bicycling Coalition
- Randy Kiefer
- Roger Gloss, O.C. for Climate Action
- Paul Self
- Matt Ford, Rock N Road Cyclery
- Damian Hickman, Team Velosport

ADJOURNMENT-CITY COUNCIL

Moved by Mayor Pro Tempore Schott, seconded by Councilmember Shea, and unanimously carried by those members present (Councilmember Lalloway absent) to adjourn the meeting at 6:42 p.m.

MAYOR OF THE CITY OF IRVINE

CITY CLERK OF THE CITY OF IRVINE

January 24, 2017

3.2



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: WARRANT AND WIRE TRANSFER RESOLUTION

Director of Financial Services

City Manager

RECOMMENDED ACTION

Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

EXECUTIVE SUMMARY

A detailed register of claims, the Register of Warrants and Wire Transfers, are submitted to the City Council for review and authorization on a weekly basis. Approval of the attached resolution ratifies the disbursement of funds for the period of January 4, 2017 through January 17, 2017 in accordance with Section 2-7-211 of the Irvine Municipal Code.

ATTACHMENT Warrant and Wire Transfer Resolution

CITY COUNCIL RESOLUTION NO. 17-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

(SEE ATTACHED)

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 24th day of January 2017.

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 24th day of January 2017.

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

1/4/2017 through 1/10/2017

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	426,532.16
004	PAYROLL CLEARING FUND	49,978.86
005	DEVELOPMENT SERVICES FUND	144,926.25
009	REVENUE CLEARING FUND	18,058.27
010	INFRASTRUCTURE & REHABILITAT'N	44,635.00
024	BUILDING & SAFETY FUND	35,013.83
027	DEVELOPMENT ENGINEERING FUND	5,256.00
111	GAS TAX FUND	39,310.71
119	LIGHTING, LANDSCAPE & PARK MNT	21,276.86
126	SENIOR SERVICES FUND	517.62
128	OFFICE ON AGING PROGRAMS FUND	3,490.55
155	COMMUNITY SERVICES PROGRAMS	464.40
180	ORANGE COUNTY GREAT PARK	56,127.74
204	CFD 2013-3 GREAT PARK	122.50
215	AD 97-16 NORTHWEST IRVINE	220.38
216	AD 97-17 LOWER PETERS CANYON	220.37
250	CAPITAL IMPROV PROJ FUND - CIR	888.15
260	CAPITAL IMPROV PROJ-NON CIRC	49,568.07
270	NORTH IRVINE TRANSP MITIGATION	9,720.40
271	IRVINE BUSINESS COMPLEX	21,052.70
286	GREAT PARK DEVELOPMENT FUND	10,538.75
570	INSURANCE FUND	133,929.84
574	FLEET SERVICES FUND	139,917.32
578	TELEPHONE,MAIL,DUPLIC SRV FUND	136,969.25
579	STRATEGIC TECHNOLOGY PLAN FUND	158,104.31
580	CIVIC CENTER MAINT & OPERAT'NS	5,309.00
GRAND TOTAL		1,512,149.29

1/11/2017 through 1/17/2017

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	734,609.44
004	PAYROLL CLEARING FUND	991,512.95
005	DEVELOPMENT SERVICES FUND	5,325.00
024	BUILDING & SAFETY FUND	48,279.65
027	DEVELOPMENT ENGINEERING FUND	10,987.25
111	GAS TAX FUND	11,374.20
113	FEES & EXACTIONS FUND	30,000.00
114	HOME GRANT	890.00
119	LIGHTING, LANDSCAPE & PARK MNT	208,593.03
128	OFFICE ON AGING PROGRAMS FUND	1,382.57
155	COMMUNITY SERVICES PROGRAMS	90.00
180	ORANGE COUNTY GREAT PARK	1,263,778.76
250	CAPITAL IMPROV PROJ FUND - CIR	107,845.24
260	CAPITAL IMPROV PROJ-NON CIRC	16,988.89
570	INSURANCE FUND	28,086.18
574	FLEET SERVICES FUND	1,746.24
578	TELEPHONE,MAIL,DUPLIC SRV FUND	101,444.94
579	STRATEGIC TECHNOLOGY PLAN FUND	387,211.22
580	CIVIC CENTER MAINT & OPERAT'NS	37,691.17
	GRAND TOTAL	3,987,836.73

3.3



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: FISCAL YEAR 2015-16 CAPITAL IMPROVEMENT AND
SPECIAL FUNDS YEAR-END REPORT

Director of Financial Services

City Manager

RECOMMENDED ACTION

1. Approve the closure of 183 projects with \$268.2 million in expenditures and release appropriations of \$10.1 million in applicable special funds.
2. Appropriate \$200,000 of Air Quality Management District funds to the Jeffery Open Space Trail and Interstate 5 Pedestrian Bridge Project.
3. Commit \$5 million in Gas Tax and System Development Charge Circulation funding for the construction of the Marine Way project and \$9.6 million of Infrastructure and Rehabilitation and System Development Charge Non Circulation funding towards the City's significant future projects like the Irvine Animal Care Center facility improvement and expansion.
4. Approve the continuation of 211 capital projects with budgets totaling \$246.9 million to Fiscal Year 2016-17.
5. Approve a \$5.5 million net appropriation to inter-fund transfers for open capital projects among various special and capital project funds.
6. Approve funding for outstanding purchase orders and continuing activities in the Special Funds totaling \$3.9 million.
7. Receive and file Community Facility District (CFD) annual reports for CFD 2004-1 Central Park, CFD 2005-2 Columbus Grove and CFD 2013-3 Great Park.

EXECUTIVE SUMMARY

The recommended actions conform with the City's financial policy whereby unexpended capital project and Special Fund balances shall be re-appropriated to future fiscal years to complete the intent of the original budget. The City Council has approved, in concept, the re-appropriation of funding with the adoption of the Fiscal Year (FY) 2016-17 budget. This report contains the specific projects and amounts recommended for continuation, along with the closure of projects, and related adjustments to inter-fund transfers.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

On January 17, 2017, the Finance Commission reviewed the FY 2016-17 Capital Improvement and Special Funds Year-end Report and voted 5-0, with all members present, to recommend the City Council approve action items 1-7.

ANALYSIS

Funds other than the General Fund are considered Special Funds. The City's Special Funds consist of Capital Projects, General Reserve, Special Revenue, Debt Service, Proprietary and Fiduciary Funds. Activities within the Special Funds often span two or more fiscal years, with Capital Improvement Projects (CIP) specifically budgeted on a multi-year basis, thus requiring re-appropriation annually by the City Council.

First Recommendation – Capital Project Closures

In conjunction with the June 30, 2016 year-end analysis, all projects were examined to determine: if funding can be released from the project, if less restrictive funding can be replaced with more restrictive funding, or if the project can be closed and any excess funding returned to the original funding source. A total of 183 capital projects with expenditures totaling \$268.2 million are recommended for closure. A majority of these projects are complete, 37 are City projects, 2 are Orange County Great Park, and 144 are from four Assessment Districts. These projects are presented in the Schedule of Completed Projects at June 30, 2016 (Attachment 1). Project savings of \$10.1 million will be returned to the applicable special funds for future reallocation as proposed in the third recommendation.

Table 1 contains a list of surplus funds from project closures by the original funding source. Except for the General Fund and Infrastructure and Rehabilitation Fund, the funding sources in the table are restricted and must be used for specific purposes.

Table 1
Capital Improvement Project Funding Sources

<u>Fund</u>	<u>Funding Sources</u>	<u>Project Closure Surplus</u>	<u>Allocation to Projects</u>	<u>Funding Return Request</u>
001	General Fund	\$5,735		\$5,735
010	Infrastructure and Rehabilitation Fund	2,281,991		2,281,991
111	Gas Tax Fund	4,293,432		4,293,432
118	SDC - Circulation Fund	883,040		883,040
118	SDC – Non Circulation Fund	2,329,668		2,329,668
132	Slurry Seal Surcharge Fund	348,052	(348,052)	-
154	Measure M2 Fairshare Fund	1,651		1,651
180	Orange County Great Park Fund	280,034		280,034
272	IBC Transportation Management Program Fund	55,419		55,419
	Subtotal: Return to Special Fund Balances	<u>\$10,479,022</u>	<u>\$(348,052)</u>	<u>\$10,130,970</u>

Second Recommendation – Appropriate Air Quality Management District funding

The Jeffery Open Space Trail (JOST) and I-5 pedestrian bridge project (CIP 341502) is eligible to expend Air Quality Management District (AQMD) funding. This recommendation will replace System Development Charge Non Circulation (SDC NCir) funding with the more restrictive AQMD funding. This frees up the SDC NCir funding for commitment to future CIP projects, as discussed in the third recommendation below.

Third Recommendation – Commit project closure surplus funds

Of the project savings of \$10.1 million from capital project closures, \$9.6 million in available funds could be designated for the City's future significant projects, such as the improvement and expansion of the Irvine Animal Care Center (IACC) facility. As \$5 million of these funds are restricted to circulation projects, this recommendation includes designating \$5 million of these funds to Marine Way, which is currently funded with unrestricted funds, making available the same amount of unrestricted funds from Marine Way for future significant projects.

Fourth Recommendation – Continuation of Capital Projects

This recommendation provides for the continuation of capital projects from FY 2015-16 to the new fiscal year. Projected appropriations and related funding for these projects were included in the FY 2016-17 adopted budget; however, financial policy requires the subsequent presentation of the individual projects to be continued to the following year based on actual year end balances. The Schedule of Capital Improvement Projects (Attachment 2) includes a summary, followed by a combined list of the 211 continuing capital projects consisting of 110 City-administered projects, 90 Special District projects, and 11 Orange County Great Park projects.

Fifth Recommendation – Open Project Transfers

At year-end there remained 211 open capital projects to be continued to the new fiscal year. Many of the funding sources for these open capital projects are from other special funds. During the budget process, the transfers from the special funds to the CIP funds are estimated. At the close of the fiscal year, the actual CIP balances are identified and the transfer-in from the special funds must be adjusted to reflect the change from the estimated budget to the actual funding requirements to complete the open CIP projects. The changes in transfers are detailed in the Schedule of Inter-Fund Transfers and Adjustments (Attachment 3).

Sixth Recommendation – Open Purchase Orders

City budget practice provides for open purchase orders and associated authorized encumbered funds to be carried forward into the new fiscal year to complete work efforts. This recommendation requests the continuation of \$3.9 million in Special Fund activities not completed by June 30, 2016. Requests include:

- Information and Technology Fund - \$1.8 million for technology and network infrastructure enhancements.
- Telephone, Mail, and Duplication Service Fund - \$1.2 million for the upgrade and maintenance of the communication network.
- Fleet Service Fund - \$0.5 million to complete purchase orders for the maintenance of trucks and buses.
- Building and Safety Fund - \$0.2 million to upgrade the software for the plan review system and completion of the cubicle remodel in Community Development.
- School Support Fund - \$0.2 million to support the Challenge Match Grant for Tustin Unified School District.

The schedule of Continuing Special Funds Encumbrance/Activity as of June 30, 2016 (Attachment 4) details the specific activities and amounts requested.

Seventh Recommendation – Community Facilities District Annual Report

Annual Reports for Community Facilities Districts 2004-1 Central Park, 2005-2 Columbus Grove, and 2013-3 Great Park are provided as Attachments 5, 6, and 7. These reports surpass mandatory reporting and review requirements and contain specific financial data as delineated in California Government Code section 53343.1, including the amount of special taxes collected, a summary of how the funds were expended, and the costs of associated debt and administration. In accordance with our response to the 2014-2015 Orange County Grand Jury report on transparency and oversight of Mello Roos, also known as Community Facility Districts, these reports are being provided for review.

ALTERNATIVES CONSIDERED

The City Council, in the context of the annual budget, approved in concept the continuation of appropriations to FY 2016-17. Cancellation of capital improvement projects is generally not advisable since many are underway and have outstanding contractual obligations. Deferral or cancellation of non-capital project activities from the special funds may be possible on a case-by-case basis.

FINANCIAL IMPACT

The closure of 183 capital projects, combined with funding adjustments to proposed and existing projects, will result in the return of \$10.1 million. Of the \$10.1 million, \$9.6 million could be designated to fund significant future projects. In addition, \$3.9 million of unspent special funds is requested to complete the outstanding contractual commitments for the Special Fund activities.

REPORT PREPARED BY Andrew Do, Senior Accountant

ATTACHMENTS

1. Schedule of Completed Projects at June 30, 2016
2. Schedule of Capital Improvement Projects
3. Schedule of Inter-Fund Transfers and Adjustments
4. Schedule of Continuing Special Funds Encumbrance/Activity
5. Annual report for FY 2015-16 City of Irvine CFD 2004-1 (Central Park)
6. Annual report for FY 2015-16 City of Irvine CFD 2005-2 (Columbus Grove)
7. Annual report for FY 2015-16 City of Irvine CFD 2013-3 (Great Park)

CITY OF IRVINE
SCHEDULED PROJECT CLOSURES AT JUNE 30, 2016
EXPENDITURES

FUND NO.	PROJ. NO.	PROJECT DESCRIPTION	BUDGET	EXPENDITURES	FUND NO.	PROJ. NO.	PROJECT DESCRIPTION	BUDGET	EXPENDITURES
132	311408	13-14 SLURRY SEAL & ST REHAB	4,910,000.00	4,688,867.43	216	324150	ORCHARD ESTATE DRAINAGE BASIN	6,752,719.33	6,613,938.99
132	311505	14-15 SLURRY SEAL & ST REHAB	6,210,000.00	4,223,245.37	216	376360	PRESSURE REDUCING STATION	787,500.00	86,974.17
214	311510	WALNUT @ I-5 RAMP SIGNAL	17,000.00	1,099.06	217	303160	FUEL MODIFICATION BUFFER ZONE	1,647,620.25	1,647,620.25
214	311570	ICD @ VALLEY OAK SIGNAL	17,000.00	180.05	217	320450	CULVER DR-BONITA/CAMPUS DR	2,027,241.48	2,027,241.48
214	311660	SAND CNYN @ ICD SIGNAL MOD	18,000.00	2,032.73	217	320610	SHADY CANYON DRIVE I-405	2,384,137.12	2,384,137.12
214	311740	BARRANCA @ LAGUNA CNYN TS MOD	17,000.00	4,085.73	217	320630	BONITA CANYON - NEWPORT COAST	14,607,374.87	14,607,374.87
214	311790	BARRANCA@DISCOVERY SIGNAL MOD	17,000.00	694.89	217	320640	SHADY CYN DR/I-405 ENTRY GATE	6,427,718.72	6,427,718.72
214	311830	LAGUNA CANYON @ WATERWORKS TS	62,000.00	45,892.41	217	320650	C STREET & VIEWPARK ACCESS RD	2,558,423.56	2,558,423.56
214	311840	DISCOVERY @ WATERWORKS SIGNAL	17,000.00	837.16	217	320660	"B" & "DD" STREET	2,091,377.08	2,091,377.08
214	311850	SAND CANYON@BARRANCA SGNL MOD	17,000.00	754.94	217	320670	G,K,O,Q & S STREETS	6,374,642.52	6,374,642.52
214	311860	LAGUNA CANYON @ TECHNOLOGY TS	17,000.00	32.96	217	320680	"B" STREET	4,627,487.20	4,623,241.95
214	311870	LAGUNA CANYON @ DISCOVERY TS	17,000.00	3,045.91	217	320690	"D" STREET	2,504,569.10	2,493,936.58
214	311880	ICD @ JEFFREY SIGNAL MOD	24,000.00	7,662.41	217	320700	BONITA CYN RD/NCD TO SJHTC RMP	648,400.56	648,400.56
214	311890	ICD @ COLLEGE ENTRY SIGNAL MOD	24,000.00	7,591.09	217	320710	LAGUNA CANYON ROAD	9,994,412.62	9,994,412.62
214	311910	JEFFREY ROAD SIGNAL MODS (4)	17,000.00	607.29	217	320720	SHADY CYN/BOMMER CYN-SUNNYHILL	411,675.68	403,965.18
214	311920	ODYSSEY @ ICD TRAFFIC SIGNAL	18,000.00	10,265.04	217	320730	SHADY CYN/CULVER DR-BOMMER CYN	573,924.00	564,435.18
214	314150	'A' & 'B' STREETS IN PM 2002-213	2,000,000.00	1,420,595.12	217	320740	SI: A ST:BONITA-NEWPORT COAST	51,824.40	39,875.74
214	321030	SAND CANYON-ICD-RR WEST SIDE	200,000.00	25,142.39	217	320750	SI: "B" STREET	43,312.92	43,312.92
214	321040	LAGUNA CANYON-DISCOVERY-SND CN	1,400,000.00	1,271,153.35	217	320760	SI: BONITA:NEWPORT-CULVER DR	10,234.87	10,234.87
214	321090	QUASAR	320,000.00	153,071.55	217	320770	SI: CULVER:BONITA-CAMPUS DR	58,940.31	2,808.80
214	321150	ICD - SR 133 TO SAND CANYON	775,000.00	602,546.20	217	320780	SI: LAGUNA CYN (OUTSIDE PROJ)	1,640.01	236.12
214	321190	LGNA CNYN RD WATERWORKS-ICD 2B	235,000.00	164,581.19	217	320790	SI: LAGUNA CYN (WITHIN PROJ)	44,903.94	44,903.94
214	321230	DISCOVERY: ICD - BARRANCA PH2	475,000.00	342,649.10	217	320800	SI: NEWPORT/BONITA-VILLAGE	33,875.07	25,975.50
214	321240	ICD PH1 - SOUTHSIDE FRONTAGE	160,000.00	64,074.01	217	320810	SI: SHADY CYN/CULVER-B STREET	31.96	31.96
214	321250	ICD: JEFFREY-GOLF ENTRY	440,000.00	367,908.36	217	320820	SI: SHADY CYN/SUNNYHILL-B ST	31.96	31.96
214	321270	ICD: SAND CANYON - GOLF ENTRY	1,355,000.00	1,297,213.35	217	320830	TS: B STREET @ CONDO ENTRANCE	39,200.00	34,459.27
214	321310	ODYSSEY: WATERWORKS - ICD	260,000.00	165,481.06	217	320840	TS: B STREET @ EAST D STREET	49,200.01	40,715.72
214	321320	JEFFREY RD: ICD - WALNUT E			217	320850	TS: B STREET @ WEST D STREET	173,800.01	169,160.59
214	321340	VALLEY OAK: ICD - OAK CANYON	61,473.44	101.75	217	320860	TS: A STREET @ B STREET	377,216.35	377,216.35
214	321430	MARSHBURN CHANNEL:BARRANCA-ICD	3,215,563.41	3,215,563.41	217	320870	TS: A STREET @ C STREET	131,136.00	129,068.35
214	321440	LAGUNA CNY. CHANL. BARR:WTRWKS	70,000.00	200.21	217	320880	TS: BONITA CYN @ A STREET	231,136.01	230,755.54
214	325500	PHASE I STREETS,SPECTRUM 6 & 7	12,540,000.00	12,420,260.15	217	320890	TS: BONITA @ CORRIDOR OFFRMP	201,136.00	191,321.32
214	325510	WATERWORKS/MARSHBURN TO LAGUNA	1,250,000.00	1,208,294.23	217	320900	TS: BONITA CYN @ MARINERS	119,180.05	110,008.80
214	325520	DISCOVERY, NORTH OF ICD	2,263,103.97	2,263,103.97	217	320910	TS: CULVER DR @ BONITA CYN	23,680.25	23,680.25
214	325530	LAGUNA CANYON, NORTH OF ICD	130,000.00	82,570.93	217	320920	TS: CULVER DR @ CAMPUS DR	31.96	31.96
214	325540	SAND CANYON,E 1/2 BARRANCA-RR	3,695,000.00	3,604,385.72	217	320940	TS: MACARTHUR/BISON ATMS FEE	31.96	31.96
214	325550	MARSHBURN CHANNEL	3,261,005.84	3,261,005.84	217	320960	TS: NEWPORT COAST @ APT SITE	21,136.00	12,080.09
214	361900	FIRE STATION 51-PARTIAL SHARE	110,000.00	72,761.44	217	320970	TS: NEWPORT CST@BONITA (MOD)	51,136.01	40,075.35
214	371100	12KV & 66KV UNDERGROUNDING	345,000.00	271,127.04	217	320980	TS: NEWPORT@VILLAGE CONNECTOR	130,568.01	96,668.03
214	371140	12KV & 66KV RELOCATIONS	2,165,000.00	2,096,095.40	217	320990	TS: SHADY CANYON @ I-405	9,179.99	4,482.16
215	311180	TS @ IRVINE BLVD & AA STREET	225,000.00	68,086.49	217	361120	FIRE STATION	4,502,457.55	4,287,519.29
215	311190	TS @ JAMBOREE RD & PA1	180,000.00	878.95	217	371620	SHADY CANYON PHASE 1 UTILITIES	2,267,092.26	2,241,171.06
215	312220	CONGRESS	233,942.20	868.00	217	371630	SHADY CANYON PHS2A UTILITIES	662,945.66	649,957.06
215	312230	FREELAND (B STREET)	117,194.41	713.96	217	371640	SHADY CANYON PHS2B UTILITIES	1,868,949.68	1,868,949.68
215	312240	SOERENSON (A STREET)	287,012.20	566.35	217	371650	EAST/WEST WATER QUALITY BASIN	4,687,660.34	4,687,660.34
215	312250	WATERMAN (C STREET)	179,163.29	741.95	217	371660	66KV RELO/UGRD BONITA-A STREET	5,818,282.59	5,796,787.82
215	325250	JAMBOREE/I-5 TO IRVINE	3,130,287.47	3,129,087.05	217	371670	66KV RELO/UGRD LAG CYN RD/PA17	1,404,696.37	1,377,631.13
215	325260	JAMBOREE/IRVINE TO PORTOLA	1,706,061.27	1,684,707.60	217	371680	66KV RELO/UGRD SHADY CYN/PA17	1,549,987.36	1,342,808.34
215	325270	JAMBOREE/PORTOLA-TUSTIN RANCH	764,865.43	100,703.12	217	371690	66KV RELO/UGRD SHADY CYN/PA22	7,797,729.15	7,547,129.46
215	325280	EL CAMINO REAL/JAMBOREE-EASTRN	933,750.00	153,883.65	217	371710	SOUND WALLS-CULVER/CAMPUS	244,632.00	31.96
215	325290	EL CAMINO REAL BRIDGE OVER ETC	890,878.58	65,913.26	217	391100	RIDING/HIKING/BIKING TRLS-PA22	2,599,200.01	2,461,339.95
215	325300	BRYAN/JAMBOREE TO EASTERN	929,054.71	929,054.71	217	391120	RIDING/HIKING/BIKING TRLS-PA17	2,754,333.44	2,754,333.44
215	325310	IRVINE BLVD/JAMBOREE TO EASTRN	862,748.59	788,988.01	217	391130	RIDING/HIKING/BIKING TRLS-PA27	1,271,475.76	1,166,787.55

**CITY OF IRVINE
SCHEDULED PROJECT CLOSURES AT JUNE 30, 2016
EXPENDITURES**

FUND NO.	PROJ. NO.	PROJECT DESCRIPTION	BUDGET	EXPENDITURES	FUND NO.	PROJ. NO.	PROJECT DESCRIPTION	BUDGET	EXPENDITURES
215	325320	PORTOLA/JAMBOREE TO EASTERN	1,859,992.67	1,831,937.93	217	391140	BIKEWAYS/PEDS BONITA-CAMPUS	245,813.87	3,750.33
215	325330	HARVARD AVENUE	4,436,948.52	4,436,948.52	250	311308	CAMPUS PVE MNT REH/UNI-CULVER	2,500,000.00	2,464,603.78
215	325340	CHAMPION WAY	254,700.00	200,032.52	250	311401	13-14 CIRCULATION PHASING IMP	200,000.00	-
215	325350	TREVINO DRIVE	1,443,050.00	1,402,307.38	250	311405	JEFFREY ROAD REHABILITATION	1,410,000.00	1,327,736.16
215	325360	ROBINSON DRIVE	994,662.38	994,662.38	250	311507	14-15 ADA HANDICAP RAMPS	68,000.00	63,555.36
215	325370	E STREET	432,150.00	18,090.81	250	311508	14-15 C/G/S REHABILITATION	171,000.00	142,906.81
215	325380	PA 3-10 CULDESAC AREA 3 ST A	2,779,252.57	2,648,576.67	250	319100	CULVER WIDENING:SCOTTDL TO I-5	2,556,703.00	2,437,070.07
215	325390	PA1 A STREET	172,200.00	14,520.15	250	331201	IN-ROAD WARNING LIGHT SYSTEM	125,000.00	108,515.20
215	325400	MICHELLE DR	2,868,763.66	2,792,223.25	250	331202	JAMBOREE/WARNER TRAFFIC SIGNAL	664,737.00	661,694.91
215	325410	MYFORD ROAD	1,497,615.00	638,634.42	250	331209	JAMBOREE SIGNAL SYNCHRNIZATION	288,260.00	252,221.88
215	325430	LOWER PETERS CNYN WASH @ JAMB	54,223.05	36,300.97	250	331302	TRABUCO/MONROE SIGNAL IMPMNT	1,928,500.00	1,888,427.85
215	325440	LOWER PETERS CNYN/JAMB TO ETC	3,289,422.06	3,289,422.06	250	331404	13-14 TRAF SIG LED REPLACEMNT	300,000.00	298,246.08
215	325450	LOWER PETERS CNYN/I5-S/O WLNUT	12,506,241.43	12,506,241.43	250	331502	14-15 TRAFFIC SIGNAL REHAB	300,000.00	298,980.63
215	325460	MKTPL LG RCP & RETARDING BASIN	1,214,290.11	136,293.30	250	331605	15-16 TRAF SIG CONTROLLER UPG	125,000.00	124,682.83
215	325470	NORTH IRVINE STORM DRAIN EXT	684,000.00	71.81	250	351202	U-TOWN CTR STSCP/CAMPUS MEDIAN	555,000.00	542,066.26
215	325480	EL MODENA CHANNEL F07	3,866,620.41	3,324,751.10	250	351401	13-14 STREETScape REHAB	720,000.00	596,029.05
215	325490	CONGRESS PLACE, A,B,C STREETS	1,898,944.31	1,898,944.31	260	321402	JOST - ROOSEVELT BRIDGE	2,200,000.00	1,374,776.96
215	345020	W IRVINE RIDING/HIKING TRAIL	133,915.63	133,915.63	260	341503	14-15 OFF-ST BIKE TRAIL REH	200,000.00	125,000.00
215	346020	ANDOVER BIKE TRAIL ACCESS	36,320.00	28,177.24	260	361102	BI-DIRECTIONAL RADIO AMPLIFIER	1,200,000.00	-
215	370160	PRESSURE REDUCTION STATIONS	562,500.00	150.80	260	361104	COMMUNITY CTR HVAC REPLACE PRG	950,000.00	933,869.18
215	370170	IRVINE BLVD GAS LINE RELOC	300,000.00	211,559.87	260	361301	12-13 PARKING LOTS REHAB	120,000.00	90,837.59
215	370180	MISC UTILITY RELOCATIONS	300,000.00	90,876.16	260	361405	13-14 PARKING LOTS REHAB	150,000.00	120,058.92
215	370190	BRYAN 66KV UNDERGROUNDING	743,868.34	637,180.06	260	361502	SHADE STRUCTURES INSTALLATION	150,000.00	146,954.40
216	311200	TS PORTOLA @ D STREET	135,000.00	10,683.00	260	361503	14-15 PARKING LOTS REHAB	150,000.00	90,034.06
216	311220	TS CENTRAL PARK @ VIEWPARK AVE	225,000.00	27,500.20	260	361504	HERITAGE PK PARKING LOT REHAB	500,000.00	402,009.31
216	311330	TS - CULVER DRIVE @ EE ST 50%	112,500.00	71,437.51	260	361511	14-15 BUILDING SAFETY UPGRADE	310,000.00	2,490.37
216	324010	PORTOLA PKWY-CULVER TO ETC	5,778,503.83	5,778,503.83	260	361607	15-16 LIGHT POLE REPLACEMENTS	250,000.00	244,055.91
216	324020	CULVER DR/I5 TO PORTOLA	17,485,562.42	17,485,562.42	260	371104	ADVENTURE PLAYGROUND	2,907,346.29	2,762,735.40
216	324030	EL CAMINO REAL,ECR N,FARWELL	5,800,347.30	5,800,347.30	260	371402	ORCHARD NBORHOOD PARK DOG RUN	1,287,500.00	72,520.52
216	324040	EL CAMINO REAL BRIDGE @ ETC	1,153,251.14	685,646.98	260	371601	15-16 ATHLETIC COURT RESURFACE	230,000.00	215,129.80
216	324050	BRYAN AVENUE (1/2)	1,685,966.61	95,751.69	260	371602	15-16 PG SAFETY SURFACING REHA	160,000.00	155,103.07
216	324060	PORTOLA PKWY/CULVER TO JEFFREY	3,060,474.96	3,060,474.96	260	371603	TURTLE ROCK & NATURE CTR UPG	308,500.00	308,500.00
216	324070	CENTRAL PARK AVE/VIEWPARK AVE	4,090,829.77	3,520,744.22	260	381401	13-14 PARK LANDSCAPE REHAB	250,000.00	218,744.14
216	324080	C @ D STREETS	315,315.60	314,844.29	260	397080	NORTHWD COMM PK & HONOR MONUMT	166,005.00	160,269.77
216	324090	AA STREET	1,689,302.00	1,689,302.00	270	314250	SAND CANYON @ I5 NB RAMPS	8,440,948.45	7,992,463.58
216	324100	BB & EE STREETS	628,775.61	628,775.61	272	398010	IBC RESIDENTIAL RIDESHARE PRGM	362,500.00	307,080.89
216	324120	RATTLESNAKE WASH BOX	8,801,430.00	5,484,557.82	286	371405	OCGP INTERIM INFRASTRUCTURE	970,000.00	740,509.86
216	324130	EASTFOOT RCC&RCB CONN-PORTOLA	2,933,846.15	977,344.33	286	391505	O CLUB DEMOLITION	225,000.00	174,456.43
216	324140	PETERS CANYON WASH TRAP CHANNL	5,754,472.86	5,754,472.86					

Fund	Number of Proj	Fund Description	Total Expenditures
132	2	Slurry Seal project	\$ 8,912,112.80
214	38	AD 93-14 Irvine Spectrum 6 & 7	\$ 34,454,667.44
215	36	AD 97-16 Northwest Irvine	\$ 44,196,011.87
216	18	AD 97-17 Lower Peter Canyon East	\$ 58,086,862.18
217	52	AD 00-18 Shady Canyon/Turtle Ridge	\$ 94,659,952.63
250	15	Circulation projects	\$ 11,206,736.87
260	18	Non-circulation projects	\$ 7,423,089.40
270	1	Northern Irvine Transportation Mitigation	\$ 7,992,463.58
272	1	IBC Transportation Management Program	\$ 307,080.89
286	2	Great Park Development	\$ 914,966.29
183		Total	\$ 268,153,943.95

183 closed projects totaling: \$ 268,153,943.95

CITY OF IRVINE
SCHEDULE OF CAPITAL IMPROVEMENT PROJECTS

SUMMARY FOR ALL CIP (CITY, AD/CFD, GREAT PARK)
FISCAL YEAR ENDED JUNE 30, 2016

	FY 15-16 PROJECTS	BUDGET	EXPENDITURES TO 6/30/16	PROJ BALANCE 6/30/16	PROJECT CLOSURES	SURPLUS ONGOING PROJ	REALLOCATIONS OR NEW FUNDING	FY 16-17 PROJECTS	PROJECT CARRYOVER
CITY PROJECTS	147 projects	\$ 305,530,606.40	\$ 177,810,472.15	\$ 127,720,134.25	37 projects \$ (7,483,516.20)	\$ (2,752,052.00)	\$ 1,139,618.00	110 projects	\$ 118,624,184.05
AD/CFD PROJECTS	234 projects	821,228,250.38	689,616,326.83	131,611,923.55	144 projects (21,944,913.26)	-	-	90 projects	109,667,010.29
GP PROJECTS	13 projects	71,231,578.82	52,334,357.39	18,897,221.43	2 project (280,033.71)	-	-	11 projects	18,617,187.72
	394 projects	\$ 1,197,990,435.60	\$ 919,761,156.37	\$ 278,229,279.23	183 projects \$ (29,708,463.17)	\$ (2,752,052.00)	\$ 1,139,618.00	211 projects	\$ 246,908,382.06

CITY OF IRVINE
SCHEDULE OF CAPITAL IMPROVEMENT PROJECTS
DETAILED SCHEDULE OF CITY CAPITAL IMPROVEMENT PROJECT YEAR END ACTIVITY
FISCAL YEAR ENDED JUNE 30, 2016

<u>FUND</u>	<u>CIP No.</u>	<u>PROJ TITLE</u>	<u>BUDGET</u>	<u>EXPENDITURES TO 6/30/16</u>	<u>PROJ BALANCE 6/30/16</u>	<u>PROJECT CLOSURES</u>	<u>Action</u>	<u>foot note</u>	<u>SURPLUS ONGOING PROJ</u>	<u>foot note</u>	<u>REALLOCATIONS OR NEW FUNDING</u>	<u>foot note</u>	<u>ADJUSTMENTS</u>	<u>foot note</u>	<u>PROJECT CARRYOVER</u>
SLURRY SEAL SUR CHG FUND															
132	311408	13-14 SLURRY SEAL & ST REHAB	4,910,000.00	4,688,867.43	221,132.57	(221,132.57)	C	(1)							-
132	311505	14-15 SLURRY SEAL & ST REHAB	6,210,000.00	4,223,245.37	1,986,754.63	(1,986,754.63)	C	(2)							-
132	311601	15-16 SLURRY SEAL & ST REHAB	8,700,000.00	6,657.84	8,693,342.16		T & A		(2,348,052.00)	(3)	348,052.00	(4)			6,693,342.16
	3 projects		19,820,000.00	8,918,770.64	10,901,229.36	(2,207,887.20)			(2,348,052.00)		348,052.00				6,693,342.16
CAPITAL IMPROV PROJ FUND - CIR (CIP-C)															
250	311305	12-13 STORM DR REH/SLOPE MAINT	125,000.00	108,839.59	16,160.41										16,160.41
250	311306	UNIVERSITY DRIVE WIDENING	3,753,100.00	1,488,812.33	2,264,287.67										2,264,287.67
250	311308	CAMPUS PVMNT REH/UNI-CULVER	2,500,000.00	2,464,603.78	35,396.22	(35,396.22)	C	(5)							-
250	311401	13-14 CIRCULATION PHASING IMP	200,000.00	-	200,000.00	(200,000.00)	C	(6)							-
250	311405	JEFFREY ROAD REHABILITATION	1,410,000.00	1,327,736.16	82,263.84	(82,263.84)	C	(7)							-
250	311409	13-14 STORM DRAIN & SLOPE REH	200,000.00	20,907.85	179,092.15										179,092.15
250	311501	ALTON PKWY LANDSCAPE ENHANCE	390,700.00	13,986.50	376,713.50										376,713.50
250	311504	UNI/RIDGELINE INTERSECT IMP	250,000.00	226,519.48	23,480.52		A				210,000.00	(8)			23,480.52
250	311506	YALE AVE PAVEMENT REHAB	275,000.00	166,115.07	108,884.93										108,884.93
250	311507	14-15 ADA HANDICAP RAMPS	68,000.00	63,555.36	4,444.64	(4,444.64)	C	(9)							-
250	311508	14-15 C/G/S REHABILITATION	171,000.00	142,906.81	28,093.19	(28,093.19)	C	(10)							-
250	311509	BARRANCA PKWY PAVEMENT REHAB	295,000.00	163,163.73	131,836.27										131,836.27
250	311602	ALTON PARKWY PAVEMENT REHAB	275,000.00	96.53	274,903.47										274,903.47
250	311603	MICHELSON DR PAVEMENT REHAB	200,000.00	4,762.54	195,237.46										195,237.46
250	311604	CAMPUS DR PAVEMENT REHAB	200,000.00	97.48	199,902.52										199,902.52
250	311605	15-16 ADA HANDICAP RAMPS	100,000.00	4,963.60	95,036.40										95,036.40
250	311606	15-16 CURB/GUTTER/SIDEWALK RH	185,000.00	125,520.60	59,479.40										59,479.40
250	311607	15-16 STORM DR REH/SLOPE MAINT	200,000.00	5,180.12	194,819.88										194,819.88
250	311608	CULVER/ALTON LEFT TURN IMPROV	145,000.00	90,987.24	54,012.76										54,012.76
250	311609	CULVER/MAIN LEFT TURN IMPROV	145,000.00	89,474.19	55,525.81										55,525.81
250	311612	HARVARD AV ROADWYSTSCAPE REHAB	1,480,000.00	33,095.58	1,446,904.42										1,446,904.42
250	311615	JAMBOREE WIDENING	19,680,030.00	284,079.24	19,395,950.76										19,395,950.76
250	315170	LAGUNA CANYON/405 OVERCROSSING	4,615,566.00	1,361,444.19	3,254,121.81										3,254,121.81
250	317090	JAMBOREE RD/I-5 RAMPS	14,247,395.00	13,496,398.27	750,996.73		T		(204,000.00)	(11)					546,996.73
250	319100	CULVER WIDENING:SCOTTDL TO I-5	2,556,703.00	2,437,070.07	119,632.93	(119,632.93)	C	(12)							-
250	331201	IN-ROAD WARNING LIGHT SYSTEM	125,000.00	108,515.20	16,484.80	(16,484.80)	C	(13)							-
250	331202	JAMBOREE/WARNER TRAFFIC SIGNAL	664,737.00	661,694.91	3,042.09	(3,042.09)	C	(14)							-
250	331209	JAMBOREE SIGNAL SYNCHRONIZATION	288,260.00	252,221.88	36,038.12	(36,038.12)	C	(15)							-
250	331302	TRABUCO/MONROE SIGNAL IMPMNT	1,928,500.00	1,888,427.85	40,072.15	(40,072.15)	C	(16)							-
250	331306	CULVER SIGNAL SYNC/PORTLA-JAM	974,820.00	620,489.35	354,330.65										354,330.65
250	331307	JEFFREY SIGNAL SYNC/PORTLA-JAM	522,540.00	375,890.90	146,649.10										146,649.10
250	331402	BARRANCA PWY SIGNAL SYNCHRO	2,683,043.00	1,214,838.33	1,468,204.67										1,468,204.67
250	331403	ALTON PWY SIGNAL SYNCHRO	1,561,746.00	978,193.04	583,552.96										583,552.96
250	331404	13-14 TRAF SIG LED REPLACEMNT	300,000.00	298,246.08	1,753.92	(1,753.92)	C	(17)							-
250	331501	PASEO/WARNER TRAF SIG UPGRADE	524,800.00	63,482.51	461,317.49										461,317.49
250	331502	14-15 TRAFFIC SIGNAL REHAB	300,000.00	298,980.63	1,019.37	(1,019.37)	C	(18)							-
250	331503	14-15 TRAF SIG LED REPLACEMNT	380,000.00	370,225.97	9,774.03										9,774.03
250	331505	14-15 TRAF SIG EMERGENCY	200,000.00	189,504.18	10,495.82										10,495.82
250	331506	BAKE PKWY SIG SYNCHRONIZATION	116,646.00	106,680.14	9,965.86										9,965.86
250	331601	15-16 CITYWIDE TRAF SIGNAL RH	450,000.00	223,011.63	226,988.37										226,988.37
250	331602	15-16 LED SIGNAL REPLACEMENT	380,000.00	642.00	379,358.00										379,358.00
250	331603	15-16 TRAFF SIGNAL NWK REHAB	95,000.00	72,182.84	22,817.16										22,817.16
250	331604	15-16 SIGNAL EMRCY BACK-UP SYS	200,000.00	2,770.47	197,229.53										197,229.53
250	331605	15-16 TRAF SIG CONTROLLER UPG	125,000.00	124,682.83	317.17	(317.17)	C	(19)							-
250	331606	15-16 TRAF SIG DETECTION SYS	300,000.00	294,568.65	5,431.35										5,431.35
250	331607	KAZAN/WALNUT TRAFFIC SIGNAL	290,000.00	85,458.89	204,541.11										204,541.11
250	331608	MACGAW/ARMSTRONG TRAFFIC SIG	180,000.00	86,251.34	93,748.66										93,748.66
250	351202	U-TOWN CTR STSCP/CAMPUS MEDIAN	555,000.00	542,066.26	12,933.74	(12,933.74)	C	(20)							-
250	351401	13-14 STREETScape REHAB	720,000.00	596,029.05	123,970.95	(123,970.95)	C	(21)							-
250	351501	14-15 STREETScape REHAB	1,100,000.00	45,085.57	1,054,914.43										1,054,914.43
250	351601	15-16 STREETScape REHAB	1,100,000.00	45,492.74	1,054,507.26										1,054,507.26
	51 projects		69,732,586.00	33,665,949.55	36,066,636.45	(705,463.13)			(204,000.00)		210,000.00				35,367,173.32
RAILROAD GRADE SEPARATION															
254	321180	SAND CANYON GRADE SEPARATION	31,742,548.44	31,359,896.84	382,651.60										382,651.60
254	321210	JEFFREY ROAD GRADE SEPARATION	52,361,974.98	52,182,312.26	179,662.72										179,662.72
	2 projects		84,104,523.42	83,542,209.10	562,314.32										562,314.32
CAPITAL IMPROV PROJ FUND-NON CIR (CIP-NC)															
260	321201	KELVIN PEDESTRIAN BRIDGE	309,203.47	116,055.83	193,147.64										193,147.64
260	321402	JOST - ROOSEVELT BRIDGE	2,200,000.00	1,374,776.96	825,223.04	(825,223.04)	C	(22)							-

CITY OF IRVINE
 SCHEDULE OF CAPITAL IMPROVEMENT PROJECTS
 DETAILED SCHEDULE OF CITY CAPITAL IMPROVEMENT PROJECT YEAR END ACTIVITY
 FISCAL YEAR ENDED JUNE 30, 2016

FUND	CIP No.	PROJ TITLE	BUDGET	EXPENDITURES TO 6/30/16	PROJ BALANCE 6/30/16	PROJECT CLOSURES	Action	foot note	SURPLUS ONGOING PROJ	foot note	REALLOCATIONS OR NEW FUNDING	foot note	ADJUSTMENTS	foot note	PROJECT CARRYOVER
260	341202	WAYFINDING SIGNAGE TRAIL	80,000.00	48,417.02	31,582.98										31,582.98
260	341302	FW TRAIL LIGHTING/SD CR-CULVER	878,000.00	48,042.42	829,957.58										829,957.58
260	341303	PETER CANYON LIGHTING/WALNUT-RR	878,000.00	25,861.84	852,138.16										852,138.16
260	341501	S.D. CRK BIKE TRAIL LIGHT IMP	181,000.00	141,973.09	39,026.91										39,026.91
260	341502	JOST-I-5 BIKE/PED BRIDGE	500,000.00	299,273.08	200,726.92										200,726.92
260	341503	14-15 OFF-ST BIKE TRAIL REH	200,000.00	125,000.00	75,000.00	(75,000.00)	C	(24)	(200,000.00)	(23)	200,000.00	(23)			-
260	341504	"HARVARD/WALNUT TRAIL REHAB	250,000.00	226,465.28	23,534.72										23,534.72
260	341601	15-16 OFF-ST BIKE TRAIL REH	200,000.00	2,412.90	197,587.10										197,587.10
260	361102	BI-DIRECTIONAL RADIO AMPLIFIER	1,200,000.00	-	1,200,000.00	(1,200,000.00)	C	(25)							-
260	361104	COMMUNITY CTR HVAC REPLACE PRG	950,000.00	933,869.18	16,130.82	(16,130.82)	C	(26)							-
260	361203	UNDERGROUND STORAGE TANK RENOV	770,000.00	728,112.62	41,887.38										41,887.38
260	361301	12-13 PARKING LOTS REHAB	120,000.00	90,837.59	29,162.41	(29,162.41)	C	(27)							-
260	361302	HERITAGE COMM PARK IMPROVEMENT	234,900.00	-	234,900.00										234,900.00
260	361303	TURTLE ROCK PARK PG RENOVATION	114,700.00	13,073.20	101,626.80										101,626.80
260	361304	MIKE WARD COMMUNITY PARK	870,000.00	58,971.59	811,028.41										811,028.41
260	361401	DEERFIELD COMM CTR MODERNIZATN	500,000.00	-	500,000.00										500,000.00
260	361402	HARVARD COMM CTR MODERNIZATION	500,000.00	-	500,000.00										500,000.00
260	361403	HERITAGE COMM PK PG RENOVATION	150,000.00	-	150,000.00										150,000.00
260	361404	HICKS CANYON COMMUNITY CENTER	2,600,000.00	-	2,600,000.00										2,600,000.00
260	361405	13-14 PARKING LOTS REHAB	150,000.00	120,058.92	29,941.08	(29,941.08)	C	(28)							-
260	361501	WORKPLACE SAFETY ENHANCEMENTS	325,000.00	-	325,000.00										325,000.00
260	361502	SHADE STRUCTURES INSTALLATION	150,000.00	146,954.40	3,045.60	(3,045.60)	C	(29)							-
260	361503	14-15 PARKING LOTS REHAB	150,000.00	90,034.06	59,965.94	(59,965.94)	C	(30)							-
260	361504	HERITAGE PK PARKING LOT REHAB	500,000.00	402,009.31	97,990.69	(97,990.69)	C	(31)							-
260	361506	14-15 LIGHT POLE REPLACEMENTS	125,000.00	106,744.03	18,255.97										18,255.97
260	361507	14-15 ELECTRICAL UPGRADES	315,000.00	72,679.53	242,320.47										242,320.47
260	361508	14-15 CP INTERIOR/FIXTURE REHA	210,000.00	198,703.62	11,296.38										11,296.38
260	361509	14-15 ADA FACILITY IMPROVEMNT	164,000.00	153,174.05	10,825.95										10,825.95
260	361511	14-15 BUILDING SAFETY UPGRADE	310,000.00	2,490.37	307,509.63	(307,509.63)	C	(32)							-
260	361601	CIVIC CTR 3RD FL SERVER RM UPG	172,500.00	1,782.68	170,717.32										170,717.32
260	361602	15-16 ADA FACILITY IMPROVEMNT	620,000.00	38,397.69	581,602.31										581,602.31
260	361603	15-16 CP EXTERIOR WOOD SIDING	200,000.00	-	200,000.00										200,000.00
260	361604	15-16 FENCING REPLACEMENTS	200,000.00	-	200,000.00										200,000.00
260	361605	15-16 HVAC & REFRIGERATION RH	550,000.00	4,010.37	545,989.63										545,989.63
260	361606	15-16 CP INTERIOR/FIXTURE REHA	500,000.00	171,639.06	328,360.94										328,360.94
260	361607	15-16 LIGHT POLE REPLACEMENTS	250,000.00	244,055.91	5,944.09	(5,944.09)	C	(33)							-
260	361608	15-16 ROOF REPLACEMENTS	155,000.00	126,711.71	28,288.29										28,288.29
260	361609	SHADE STRUCTURES REPLACEMENT	55,000.00	3,549.82	51,450.18										51,450.18
260	361614	RANCHO SENIOR CTR IMPROVEMENT	468,265.00	37,114.24	431,150.76										431,150.76
260	361615	COMMUNITY FACILITIES ADA	716,477.00	45,449.01	671,027.99										671,027.99
260	361617	TENANT IMPROV AT IRVNE STATION	707,000.00	528,032.82	178,967.18										178,967.18
260	361618	HERITAGE PARK FINE ARTS CTR IM	204,446.00	14,000.00	190,446.00										190,446.00
260	366000	QUAIL HILL COMMUNITY CENTER	11,825,000.43	4,785,693.37	7,039,307.06										7,039,307.06
260	370030	HERITAGE PARK GENERAL IMPROVEM	182,016.00	111,793.49	70,222.51										70,222.51
260	371104	ADVENTURE PLAYGROUND	2,907,346.29	2,762,735.40	144,610.89	(144,610.89)	C	(34)							-
260	371301	JOST - BARRANCA TO I-5	2,250,000.00	397,393.85	1,852,606.15										1,852,606.15
260	371302	IBC NEIGHBORHOOD PARK 1	4,100,000.00	-	4,100,000.00										4,100,000.00
260	371303	PLAZA NP PLAYGROUND&ADA REHAB	694,096.34	15,246.37	678,849.97										678,849.97
260	371401	OAK CREEK TURF AREA/PRAC FIELD	500,000.00	-	500,000.00										500,000.00
260	371402	ORCHARD NBORHOOD PARK DOG RUN	1,287,500.00	72,520.52	1,214,979.48	(1,214,979.48)	C	(35)							-
260	371503	NORTHWOOD GRATITUDE HONOR MEM	115,000.00	1,924.99	113,075.01										113,075.01
260	371506	SAN CARLO PK PG REHAB/ADA COM	250,000.00	33,662.74	216,337.26										216,337.26
260	371507	VALENCIA PK PG REHAB/ADA COM	250,000.00	46,262.05	203,737.95										203,737.95
260	371601	15-16 ATHLETIC COURT RESURFACE	230,000.00	215,129.80	14,870.20	(14,870.20)	C	(36)							-
260	371602	15-16 PG SAFETY SURFACING REHA	160,000.00	155,103.07	4,896.93	(4,896.93)	C	(37)							-
260	371603	TURTLE ROCK & NATURE CTR UPG	308,500.00	308,500.00	-		C								-
260	378030	OAK CREEK COMM PARK-PHASE II	6,625,000.00	841,477.58	5,783,522.42										5,783,522.42
260	381401	13-14 PARK LANDSCAPE REHAB	250,000.00	218,744.14	31,255.86	(31,255.86)	C	(38)							-
260	381501	14-15 PARK LANDSCAPE REHAB	250,000.00	118,214.71	131,785.29										131,785.29
260	381601	15-16 PARK LANDSCAPE REHAB	350,000.00	22,031.13	327,968.87										327,968.87
260	391201	IRVINE FACILTY MASTER PLAN EVAL	610,075.00	492,442.00	117,633.00										117,633.00
260	391401	ALTERNATIVE TRANSPORT IMPROVNT	400,000.00	-	400,000.00										400,000.00
260	397080	NORTHWD COMM PK & HONOR MONUMT	166,005.00	160,269.77	5,735.23	(5,735.23)	C	(39)							-
65 projects			54,594,030.53	17,499,879.18	37,094,151.35	(4,066,261.89)			(200,000.00)		200,000.00				33,027,889.46

CITY OF IRVINE
 SCHEDULE OF CAPITAL IMPROVEMENT PROJECTS
 DETAILED SCHEDULE OF CITY CAPITAL IMPROVEMENT PROJECT YEAR END ACTIVITY
 FISCAL YEAR ENDED JUNE 30, 2016

FUND	CIP No.	PROJ TITLE	BUDGET	EXPENDITURES TO 6/30/16	PROJ BALANCE 6/30/16	PROJECT CLOSURES	Action	foot note	SURPLUS ONGOING PROJ	foot note	REALLOCATIONS OR NEW FUNDING	foot note	ADJUSTMENTS	foot note	PROJECT CARRYOVER
COL BILL BARBER MC MEMORIAL PARK															
262	381660	COL BILL BARBER PARK-BLDGS	2,360,171.00	594,602.64	1,765,568.36										1,765,568.36
	1 project		2,360,171.00	594,602.64	1,765,568.36								*		1,765,568.36
NORTHERN IRVINE TRANSPORTATION MITIGATION															
270	311406	JEFFREY/ALTON INTER IMPROVMENT	506,307.00	149,741.80	356,565.20										356,565.20
270	311407	SAND/OAK CANYON INTER IMPROVNT	61,000.00	-	61,000.00										61,000.00
270	311611	JEFFREY/ICD INT IMPROVEMENTS	377,000.00	-	377,000.00										377,000.00
270	314210	BAKE AND JERONIMO	1,212,000.00	8,641.66	1,203,358.34										1,203,358.34
270	314240	JEFFREY & WALNUT	2,194,000.00	133,448.00	2,060,552.00										2,060,552.00
270	314250	SAND CANYON @ I5 NB RAMP	8,440,948.45	7,992,463.58	448,484.87	(448,484.87)	C	(40)							-
270	316020	TRABUCO RD/E TRNSPTN CORRIDOR	4,846,629.00	249,215.36	4,597,413.64										4,597,413.64
270	316040	LK FRST&AVE DE CARLOTA/I5 SB	853,000.00	-	853,000.00										853,000.00
270	316050	ALTON/I5 SOUTHBOUND RAMP	257,329.00	55.72	257,273.28										257,273.28
270	316060	JAMBOREE & I5 NORTHBOUND RAMP	110,809.00	-	110,809.00										110,809.00
270	316070	JAMBOREE & I5 SOUTHBOUND RAMP	51,838.00	-	51,838.00										51,838.00
270	316080	JAMBOREE/IRVINE INTERSECTION	138,000.00	-	138,000.00										138,000.00
270	316100	TMSOS LAKE FOREST DR/I5 SB RMP	272,000.00	-	272,000.00										272,000.00
270	317020	BAKE PKWY/IRVINE (PHYS.IMPRV.)	783,000.00	1,557.77	781,442.23										781,442.23
270	318030	CULVER/UNIVERSITY	5,158,600.00	952,869.60	4,205,730.40										4,205,730.40
270	318070	I-405 AT IRVINE CENTER DRIVE	119,102.00	-	119,102.00										119,102.00
270	318080	I-5 AT BAKE PKWY (SB OFF-RAMP)	116,188.00	-	116,188.00										116,188.00
270	318090	I-5 AT SAND CANYON NB ON-RAMP	38,405.00	-	38,405.00										38,405.00
270	338020	RED HILL & IRVINE ATMS	356,185.00	177,848.66	178,336.34										178,336.34
	19 projects		25,892,340.45	9,665,842.15	16,226,498.30	(448,484.87)									15,778,013.43
IRVINE BUSINESS COMPLEX															
271	311205	JAMBOREE/MAIN INTERS IMP	1,364,110.00	711,000.07	653,109.93										653,109.93
271	311206	JAMBOREE/BARRANCA INTERS IMP	1,158,000.00	545,271.62	612,728.38		A		381,566.00	(41)					994,294.38
271	311402	IBC SIDEWALK IMPROVEMENT	930,660.00	264,836.06	665,823.94										665,823.94
271	321601	JAMBOREE PEDESTRIAN BRIDGE	20,000,000.00	35,012.85	19,964,987.15										19,964,987.15
271	327030	BARRANCA:REDHILL TO SR 55	25,211,685.00	22,060,017.40	3,151,667.60										3,151,667.60
	5 projects		48,664,455.00	23,616,138.00	25,048,317.00				381,566.00						25,429,883.00
IBC TRANSPORTATION MGMT PROGRAM															
272	398010	IBC RESIDENTIAL RIDESHARE PRGM	362,500.00	307,080.89	55,419.11	(55,419.11)	C	(42)							-
	1 project		362,500.00	307,080.89	55,419.11	(55,419.11)									-
Total	147 projects	TOTAL CITY PROJECTS	305,530,606.40	177,810,472.15	127,720,134.25	(7,483,516.20)			(2,752,052.00)		1,139,618.00				118,624,184.05

37 projects C - CLOSED CITY PROJECTS

Count of ongoing City projects:
 147 projects total City projects in report
 -37 projects less City project closures
 110 projects Total open City projects in report

**CITY OF IRVINE
SCHEDULE OF CAPITAL IMPROVEMENT PROJECTS**

**DETAILED SCHEDULE OF ASSESSMENT DISTRICT/COMMUNITY FACILITY DISTRICT CAPITAL IMPROVEMENT PROJECT YEAR END ACTIVITY
FISCAL YEAR ENDED JUNE 30, 2016**

<u>FUND</u>	<u>CIP No.</u>	<u>PROJ TITLE</u>	<u>BUDGET</u>	<u>EXPENDITURES TO 6/30/16</u>	<u>6/30/2016 PROJ BALANCE</u>	<u>PROJECT CLOSURES</u>	<u>Action</u>	<u>foot note</u>	<u>SURPLUS ONGOING PROJ</u>	<u>foot note</u>	<u>REALLOCATIONS OR NEW FUNDING</u>	<u>foot note</u>	<u>PROJECT CARRYOVER</u>
CFD 2013-3 IMP GREAT PARK													
204	311309	CFD 2013-3 STREET&STORM DRAIN	41,300,651.00	36,305,453.09	4,995,197.91								4,995,197.91
204	311511	CFD 2013-3 DEMO & CRSH RD MATS	11,040,000.00	8,199,494.25	2,840,505.75								2,840,505.75
204	311512	CFD 2013-3 AGUA CHINON DRAINAGE	7,095,000.00	6,180,312.51	914,687.49								914,687.49
204	311513	CFD 2013-3 BEE CANYON STORM DR	8,165,000.00	6,819,356.79	1,345,643.21								1,345,643.21
204	311514	CFD 2013-3 BORREGO CHANNEL DRN	17,500.00	-	17,500.00								17,500.00
204	311515	CFD 2013-3 SERRANO CREEK DRAIN	17,500.00	-	17,500.00								17,500.00
204	331507	CFD 2013-3 TRAFFIC SIGNALS	2,110,000.00	1,499,859.68	610,140.32								610,140.32
204	341505	CFD 2013-3 HIKE & BIKE TRAILS	1,310,000.00	799,728.82	510,271.18								510,271.18
204	351502	CFD 2013-3 STREETSCEPE/LANDSCPE	7,455,000.00	6,678,614.78	776,385.22								776,385.22
204	371509	CFD 2013-3 GREAT PARK IMPRVMTS	7,471,000.00	7,412,369.30	58,630.70								58,630.70
204	381502	CFD 2013-3 WILDLIFE CORRIDOR	17,500.00	3,582.92	13,917.08								13,917.08
204	391501	CFD 2013-3 WET UTILITIES	3,505,000.00	2,744,100.72	760,899.28								760,899.28
204	391502	CFD 2013-3 WATER QUALITY	4,470,000.00	4,377,348.09	92,651.91								92,651.91
204	391503	CFD 2013-3 DRY UTILITIES	500,000.00	-	500,000.00								500,000.00
204	391504	CFD 2013-3 UTILITY UNDERGROUND	21,500.00	9,100.41	12,399.59								12,399.59
	15 projects		94,495,651.00	81,029,321.36	13,466,329.64								13,466,329.64
CFD 2004-1 IMP CENTRAL PARK													
205	311614	MICHELSON AND JAMBOREE IMPROVE	920,000.00	912,533.36	7,466.64								7,466.64
205	325160	PED BRIDGE @ MICHELSON/JAMBOREE	102,468.06	101,234.06	1,234.00								1,234.00
205	391601	UTILITY RELOCATE & UNDERGROUND	977,620.00	-	977,620.00								977,620.00
	3 project		2,000,088.06	1,013,767.42	986,320.64								986,320.64
AD 84-6/89-10 WESTPARK ASSESSMENT													
206	321550	AD 84-6 FORMATION	372,924.03	372,356.16	567.87								567.87
206	322510	SAN DIEGO CREEK RIDE/HIKE	215,413.73	215,413.73	-								-
206	322920	RIDE/HIKE UNDERPASS/BARRANCA	5,317,877.72	2,624,493.06	2,693,384.66								2,693,384.66
	3 projects		5,906,215.48	3,212,262.95	2,693,952.53								2,693,952.53
AD 85-7 SPECTRUM 1,3 & 4													
207	321900	SAN DIEGO CREEK-JEFFREY TO LAG	9,118,826.88	7,889,780.10	1,229,046.78								1,229,046.78
	1 projects		9,118,826.88	7,889,780.10	1,229,046.78								1,229,046.78
AD 87-8 SPECTRUM 5													
208	399050	BAKE PKWY & LAKE FOREST	26,997,363.58	26,947,363.58	50,000.00								50,000.00
	1 projects		26,997,363.58	26,947,363.58	50,000.00								50,000.00
AD 94-13 OAKCREEK													
213	330420	TRAIL/LANDSCAPING ADJ TO 1405	1,125,659.55	900,897.72	224,761.83								224,761.83
	1 project		1,125,659.55	900,897.72	224,761.83								224,761.83
AD 93-14 IRVINE SPECTRUM 6 & 7													
214	311510	WALNUT @ I-5 RAMP SIGNAL	17,000.00	1,099.06	15,900.94	(15,900.94)	C	(43)					-
214	311570	ICD @ VALLEY OAK SIGNAL	17,000.00	180.05	16,819.95	(16,819.95)	C	(43)					-
214	311660	SAND CNYN @ ICD SIGNAL MOD	18,000.00	2,032.73	15,967.27	(15,967.27)	C	(43)					-
214	311740	BARRANCA @ LAGUNA CNYN TS MOD	17,000.00	4,085.73	12,914.27	(12,914.27)	C	(43)					-
214	311790	BARRANCA@DISCOVERY SIGNAL MOD	17,000.00	694.89	16,305.11	(16,305.11)	C	(43)					-
214	311830	LAGUNA CANYON @ WATERWORKS TS	62,000.00	45,892.41	16,107.59	(16,107.59)	C	(43)					-
214	311840	DISCOVERY @ WATERWORKS SIGNAL	17,000.00	837.16	16,162.84	(16,162.84)	C	(43)					-
214	311850	SAND CANYON@BARRANCA SGNL MOD	17,000.00	754.94	16,245.06	(16,245.06)	C	(43)					-
214	311860	LAGUNA CANYON @ TECHNOLOGY TS	17,000.00	32.96	16,967.04	(16,967.04)	C	(43)					-
214	311870	LAGUNA CANYON @ DISCOVERY TS	17,000.00	3,045.91	13,954.09	(13,954.09)	C	(43)					-
214	311880	ICD @ JEFFREY SIGNAL MOD	24,000.00	7,662.41	16,337.59	(16,337.59)	C	(43)					-
214	311890	ICD @ COLLEGE ENTRY SIGNAL MOD	24,000.00	7,591.09	16,408.91	(16,408.91)	C	(43)					-
214	311910	JEFFREY ROAD SIGNAL MODS (4)	17,000.00	607.29	16,392.71	(16,392.71)	C	(43)					-
214	311920	ODYSSEY @ ICD TRAFFIC SIGNAL	18,000.00	10,265.04	7,734.96	(7,734.96)	C	(43)					-
214	314150	'A'&'B' STREETS IN PM 2002-213	2,000,000.00	1,420,595.12	579,404.88	(579,404.88)	C	(43)					-
214	321000	SAND CANYON-LAGUNA CNYN - BURT	200,000.00	2,926.07	197,073.93	-							197,073.93
214	321030	SAND CANYON-ICD-RR WEST SIDE	200,000.00	25,142.39	174,857.61	(174,857.61)	C	(43)					-
214	321040	LAGUNA CANYON-DISCOVERY-SND CN	1,400,000.00	1,271,153.35	128,846.65	(128,846.65)	C	(43)					-
214	321080	TECHNOLOGY DRIVE	14,525,386.54	2,706,191.16	11,819,195.38	-							11,819,195.38
214	321090	QUASAR	320,000.00	153,071.55	166,928.45	(166,928.45)	C	(43)					-
214	321150	ICD - SR 133 TO SAND CANYON	775,000.00	602,546.20	172,453.80	(172,453.80)	C	(43)					-
214	321190	LGNA CNYN RD WATERWORKS-ICD 2B	235,000.00	164,581.19	70,418.81	(70,418.81)	C	(43)					-
214	321230	DISCOVERY: ICD - BARRANCA PH2	475,000.00	342,649.10	132,350.90	(132,350.90)	C	(43)					-

CITY OF IRVINE
SCHEDULE OF CAPITAL IMPROVEMENT PROJECTS

DETAILED SCHEDULE OF ASSESSMENT DISTRICT/COMMUNITY FACILITY DISTRICT CAPITAL IMPROVEMENT PROJECT YEAR END ACTIVITY
FISCAL YEAR ENDED JUNE 30, 2016

FUND	CIP No.	PROJ TITLE	BUDGET	EXPENDITURES		6/30/2016		PROJECT CLOSURES	Action	foot note	SURPLUS ONGOING PROJ	foot note	REALLOCATIONS OR NEW FUNDING	foot note	PROJECT CARRYOVER
				TO 6/30/16	PROJ BALANCE										
214	321240	ICD PH1 - SOUTHSIDE FRONTAGE	160,000.00	64,074.01	95,925.99	(95,925.99)	C	(43)							-
214	321250	ICD: JEFFREY-GOLF ENTRY	440,000.00	367,908.36	72,091.64	(72,091.64)	C	(43)							-
214	321270	ICD: SAND CANYON - GOLF ENTRY	1,355,000.00	1,297,213.35	57,786.65	(57,786.65)	C	(43)							-
214	321310	ODYSSEY: WATERWORKS - ICD	260,000.00	165,481.06	94,518.94	(94,518.94)	C	(43)							-
214	321320	JEFFREY RD: ICD - WALNUT E	-	0.00	-	-	C	(43)							-
214	321340	VALLEY OAK: ICD - OAK CANYON	61,473.44	101.75	61,371.69	(61,371.69)	C	(43)							-
214	321350	WALNUT - EXTENSION TT 97-184	1,765,000.00	1,423.36	1,763,576.64	-									1,763,576.64
214	321360	"A" STREET: TT 97-184	640,000.00	102.46	639,897.54	-									639,897.54
214	321390	BURT ROAD: TT 97-184	805,000.00	32.96	804,967.04	-									804,967.04
214	321410	OAK CANYON	515,000.00	439,892.10	75,107.90	-									75,107.90
214	321420	SAND CNYN @ LAGUNA CNYN TS MOD	25,000.00	8,609.21	16,390.79	-									16,390.79
214	321430	MARSHBURN CHANNEL:BARRANCA-ICD	3,215,563.41	3,215,563.41	-	-	C	(43)							-
214	321440	LAGUNA CNY. CHANL. BARR:WTRWKS	70,000.00	200.21	69,799.79	(69,799.79)	C	(43)							-
214	325500	PHASE I STREETS,SPECTRUM 6 & 7	12,540,000.00	12,420,260.15	119,739.85	(119,739.85)	C	(43)							-
214	325510	WATERWORKS/MARSHBURN TO LAGUNA	1,250,000.00	1,208,294.23	41,705.77	(41,705.77)	C	(43)							-
214	325520	DISCOVERY, NORTH OF ICD	2,263,103.97	2,263,103.97	-	-	C	(43)							-
214	325530	LAGUNA CANYON, NORTH OF ICD	130,000.00	82,570.93	47,429.07	(47,429.07)	C	(43)							-
214	325540	SAND CANYON,E 1/2 BARRANCA-RR	3,695,000.00	3,604,385.72	90,614.28	(90,614.28)	C	(43)							-
214	325550	MARSHBURN CHANNEL	3,261,005.84	3,261,005.84	-	-	C	(43)							-
214	361900	FIRE STATION 51-PARTIAL SHARE	110,000.00	72,761.44	37,238.56	(37,238.56)	C	(43)							-
214	371100	12KV & 66KV UNDERGROUNDING	345,000.00	271,127.04	73,872.96	(73,872.96)	C	(43)							-
214	371140	12KV & 66KV RELOCATIONS	2,165,000.00	2,096,095.40	68,904.60	(68,904.60)	C	(43)							-
45 projects			55,500,533.20	37,613,844.76	17,886,688.44	(2,570,479.22)									15,316,209.22
AD 97-16 NORTHWEST IRVINE															
215	311180	TS @ IRVINE BLVD & AA STREET	225,000.00	68,086.49	156,913.51	(156,913.51)	C	(43)							-
215	311190	TS @ JAMBOREE RD & PA1	180,000.00	878.95	179,121.05	(179,121.05)	C	(43)							-
215	312220	CONGRESS	233,942.20	868.00	233,074.20	(233,074.20)	C	(43)							-
215	312230	FREELAND (B STREET)	117,194.41	713.96	116,480.45	(116,480.45)	C	(43)							-
215	312240	SORENSON (A STREET)	287,012.20	566.35	286,445.85	(286,445.85)	C	(43)							-
215	312250	WATERMAN (C STREET)	179,163.29	741.95	178,421.34	(178,421.34)	C	(43)							-
215	317320	TUSTIN RANCH ROAD AD 97-16	1,125,000.00	-	1,125,000.00	-									1,125,000.00
215	325250	JAMBOREE/I-5 TO IRVINE	3,130,287.47	3,129,087.05	1,200.42	(1,200.42)	C	(43)							-
215	325260	JAMBOREE/IRVINE TO PORTOLA	1,706,061.27	1,684,707.60	21,353.67	(21,353.67)	C	(43)							-
215	325270	JAMBOREE/PORTOLA-TUSTIN RANCH	764,865.43	100,703.12	664,162.31	(664,162.31)	C	(43)							-
215	325280	EL CAMINO REAL/JAMBOREE-EASTRN	933,750.00	153,883.65	779,866.35	(779,866.35)	C	(43)							-
215	325290	EL CAMINO REAL BRIDGE OVER ETC	890,878.58	65,913.26	824,965.32	(824,965.32)	C	(43)							-
215	325300	BRYAN/JAMBOREE TO EASTERN	929,054.71	929,054.71	-	-	C	(43)							-
215	325310	IRVINE BLVD/JAMBOREE TO EASTRN	862,748.59	788,988.01	73,760.58	(73,760.58)	C	(43)							-
215	325320	PORTOLA/JAMBOREE TO EASTERN	1,859,992.67	1,831,937.93	28,054.74	(28,054.74)	C	(43)							-
215	325330	HARVARD AVENUE	4,436,948.52	4,436,948.52	-	-	C	(43)							-
215	325340	CHAMPION WAY	254,700.00	200,032.52	54,667.48	(54,667.48)	C	(43)							-
215	325350	TREVINO DRIVE	1,443,050.00	1,402,307.38	40,742.62	(40,742.62)	C	(43)							-
215	325360	ROBINSON DRIVE	994,662.38	994,662.38	-	-	C	(43)							-
215	325370	E STREET	432,150.00	18,090.81	414,059.19	(414,059.19)	C	(43)							-
215	325380	PA 3-10 CULDESAC AREA 3 ST A	2,779,252.57	2,648,576.67	130,675.90	(130,675.90)	C	(43)							-
215	325390	PA1 A STREET	172,200.00	14,520.15	157,679.85	(157,679.85)	C	(43)							-
215	325400	MICHELLE DR	2,868,763.66	2,792,223.25	76,540.41	(76,540.41)	C	(43)							-
215	325410	MYFORD ROAD	1,497,615.00	638,634.42	858,980.58	(858,980.58)	C	(43)							-
215	325420	OFF-SITE INTERS/RDWAY MITIG	1,394,679.36	294,272.22	1,100,407.14	-									1,100,407.14
215	325430	LOWER PETERS CNYN WASH @ JAMB	54,223.05	36,300.97	17,922.08	(17,922.08)	C	(43)							-
215	325440	LOWER PETERS CNYN/JAMB TO ETC	3,289,422.06	3,289,422.06	-	-	C	(43)							-
215	325450	LOWER PETERS CNYN/I5-S/O WLNU	12,506,241.43	12,506,241.43	-	-	C	(43)							-
215	325460	MKTPL LG RCP & RETARDING BASIN	1,214,290.11	136,293.30	1,077,996.81	(1,077,996.81)	C	(43)							-
215	325470	NORTH IRVINE STORM DRAIN EXT	684,000.00	71.81	683,928.19	(683,928.19)	C	(43)							-
215	325480	EL MODENA CHANNEL F07	3,866,620.41	3,324,751.10	541,869.31	(541,869.31)	C	(43)							-
215	325490	CONGRESS PLACE, A,B,C STREETS	1,898,944.31	1,898,944.31	-	-	C	(43)							-
215	345020	W IRVINE RIDING/HIKING TRAIL	133,915.63	133,915.63	-	-	C	(43)							-
215	346020	ANDOVER BIKE TRAIL ACCESS	36,320.00	28,177.24	8,142.76	(8,142.76)	C	(43)							-
215	370160	PRESSURE REDUCTION STATIONS	562,500.00	150.80	562,349.20	(562,349.20)	C	(43)							-
215	370170	IRVINE BLVD GAS LINE RELOC	300,000.00	211,559.87	88,440.13	(88,440.13)	C	(43)							-

**CITY OF IRVINE
SCHEDULE OF CAPITAL IMPROVEMENT PROJECTS**

**DETAILED SCHEDULE OF ASSESSMENT DISTRICT/COMMUNITY FACILITY DISTRICT CAPITAL IMPROVEMENT PROJECT YEAR END ACTIVITY
FISCAL YEAR ENDED JUNE 30, 2016**

<u>FUND</u>	<u>CIP No.</u>	<u>PROJ TITLE</u>	<u>BUDGET</u>	<u>EXPENDITURES TO 6/30/16</u>	<u>6/30/2016 PROJ BALANCE</u>	<u>PROJECT CLOSURES</u>	<u>Action</u>	<u>foot note</u>	<u>SURPLUS ONGOING PROJ</u>	<u>foot note</u>	<u>REALLOCATIONS OR NEW FUNDING</u>	<u>foot note</u>	<u>PROJECT CARRYOVER</u>
215	370180	MISC UTILITY RELOCATIONS	300,000.00	90,876.16	209,123.84	(209,123.84)	C	(43)					-
215	370190	BRYAN 66KV UNDERGROUNDING	743,868.34	637,180.06	106,688.28	(106,688.28)	C	(43)					-
	38 projects		55,289,317.65	44,490,284.09	10,799,033.56	(8,573,626.42)			-		-		2,225,407.14
AD 97-17 LOWER PETERS CANYON EAST													
216	311200	TS PORTOLA @ D STREET	135,000.00	10,683.00	124,317.00	(124,317.00)	C	(43)					-
216	311220	TS CENTRAL PARK @ VIEWPARK AVE	225,000.00	27,500.20	197,499.80	(197,499.80)	C	(43)					-
216	311330	TS - CULVER DRIVE @ EE ST 50%	112,500.00	71,437.51	41,062.49	(41,062.49)	C	(43)					-
216	317330	TUSTIN RANCH ROAD AD 97-17	1,374,545.00	-	1,374,545.00	-							1,374,545.00
216	324010	PORTOLA PKWY-CULVER TO ETC	5,778,503.83	5,778,503.83	-	-	C	(43)					-
216	324020	CULVER DR/IS TO PORTOLA	17,485,562.42	17,485,562.42	-	-	C	(43)					-
216	324030	EL CAMINO REAL,ECR N,FARWELL	5,800,347.30	5,800,347.30	-	-	C	(43)					-
216	324040	EL CAMINO REAL BRIDGE @ ETC	1,153,251.14	685,646.98	467,604.16	(467,604.16)	C	(43)					-
216	324050	BRYAN AVENUE (1/2)	1,685,966.61	95,751.69	1,590,214.92	(1,590,214.92)	C	(43)					-
216	324060	PORTOLA PKWY/CULVER TO JEFFREY	3,060,474.96	3,060,474.96	-	-	C	(43)					-
216	324070	CENTRAL PARK AVE/VIEWPARK AVE	4,090,829.77	3,520,744.22	570,085.55	(570,085.55)	C	(43)					-
216	324080	C @ D STREETS	315,315.60	314,844.29	471.31	(471.31)	C	(43)					-
216	324090	AA STREET	1,689,302.00	1,689,302.00	-	-	C	(43)					-
216	324100	BB & EE STREETS	628,775.61	628,775.61	-	-	C	(43)					-
216	324110	OFF-SITE INTERSECTIONS	9,667,137.42	653,638.28	9,013,499.14	-							9,013,499.14
216	324120	RATTLESNAKE WASH BOX	8,801,430.00	5,484,557.82	3,316,872.18	(3,316,872.18)	C	(43)					-
216	324130	EASTFOOT RCC&RCB CONN-PORTOLA	2,933,846.15	977,344.33	1,956,501.82	(1,956,501.82)	C	(43)					-
216	324140	PETERS CANYON WASH TRAP CHANNL	5,754,472.86	5,754,472.86	-	-	C	(43)					-
216	324150	ORCHARD ESTATE DRAINAGE BASIN	6,752,719.33	6,613,938.99	138,780.34	(138,780.34)	C	(43)					-
216	376360	PRESSURE REDUCING STATION	787,500.00	86,974.17	700,525.83	(700,525.83)	C	(43)					-
	20 projects		78,232,480.00	58,740,500.46	19,491,979.54	(9,103,935.40)			-		-		10,388,044.14
AD 00-18 SHADY CNYN/TURTLE RIDGE													
217	303160	FUEL MODIFICATION BUFFER ZONE	1,647,620.25	1,647,620.25	-	-	C	(43)					-
217	313160	STREETS	1,794,298.32	1,794,265.37	32.95	-							32.95
217	320420	TS: SHADY CANYON @ SUNNYHILL	31.96	31.96	-	-							-
217	320430	TS:SHADY CYN@VILLAGE CONNECTOR	86,140.46	86,140.46	-	-							-
217	320440	TS: SR-133 @ LAGUNA CYN ROAD	368,332.00	368,332.00	-	-							-
217	320450	CULVER DR-BONITA/CAMPUS DR	2,027,241.48	2,027,241.48	-	-	C	(43)					-
217	320610	SHADY CANYON DRIVE I-405	2,384,137.12	2,384,137.12	-	-	C	(43)					-
217	320630	BONITA CANYON - NEWPORT COAST	14,607,374.87	14,607,374.87	-	-	C	(43)					-
217	320640	SHADY CYN DR/I-405 ENTRY GATE	6,427,718.72	6,427,718.72	-	-	C	(43)					-
217	320650	C STREET & VIEWPARK ACCESS RD	2,558,423.56	2,558,423.56	-	-	C	(43)					-
217	320660	"B" & "DD" STREET	2,091,377.08	2,091,377.08	-	-	C	(43)					-
217	320670	G,K,O,Q & S STREETS	6,374,642.52	6,374,642.52	-	-	C	(43)					-
217	320680	"B" STREET	4,627,487.20	4,623,241.95	4,245.25	(4,245.25)	C	(43)					-
217	320690	"D" STREET	2,504,569.10	2,493,936.58	10,632.52	(10,632.52)	C	(43)					-
217	320700	BONITA CYN RD/NCD TO SJHTC RMP	648,400.56	648,400.56	-	-	C	(43)					-
217	320710	LAGUNA CANYON ROAD	9,994,412.62	9,994,412.62	-	-	C	(43)					-
217	320720	SHADY CYN/BOMMER CYN-SUNNYHILL	411,675.68	403,965.18	7,710.50	(7,710.50)	C	(43)					-
217	320730	SHADY CYN/CULVER DR-BOMMER CYN	573,924.00	564,435.18	9,488.82	(9,488.82)	C	(43)					-
217	320740	SI: A ST:BONITA-NEWPORT COAST	51,824.40	39,875.74	11,948.66	(11,948.66)	C	(43)					-
217	320750	SI: "B" STREET	43,312.92	43,312.92	-	-	C	(43)					-
217	320760	SI: BONITA:NEWPORT-CULVER DR	10,234.87	10,234.87	-	-	C	(43)					-
217	320770	SI: CULVER:BONITA-CAMPUS DR	58,940.31	2,808.80	56,131.51	(56,131.51)	C	(43)					-
217	320780	SI: LAGUNA CYN (OUTSIDE PROJ)	1,640.01	236.12	1,403.89	(1,403.89)	C	(43)					-
217	320790	SI: LAGUNA CYN (WITHIN PROJ)	44,903.94	44,903.94	-	-	C	(43)					-
217	320800	SI: NEWPORT/BONITA-VILLAGE	33,875.07	25,975.50	7,899.57	(7,899.57)	C	(43)					-
217	320810	SI: SHADY CYN/CULVER-B STREET	31.96	31.96	-	-	C	(43)					-
217	320820	SI: SHADY CYN/SUNNYHILL-B ST	31.96	31.96	-	-	C	(43)					-
217	320830	TS: B STREET @ CONDO ENTRANCE	39,200.00	34,459.27	4,740.73	(4,740.73)	C	(43)					-
217	320840	TS: B STREET @ EAST D STREET	49,200.01	40,715.72	8,484.29	(8,484.29)	C	(43)					-
217	320850	TS: B STREET @ WEST D STREET	173,800.01	169,160.59	4,639.42	(4,639.42)	C	(43)					-
217	320860	TS: A STREET @ B STREET	377,216.35	377,216.35	-	-	C	(43)					-
217	320870	TS: A STREET @ C STREET	131,136.00	129,068.35	2,067.65	(2,067.65)	C	(43)					-
217	320880	TS: BONITA CYN @ A STREET	231,136.01	230,755.54	380.47	(380.47)	C	(43)					-
217	320890	TS: BONITA @ CORRIDOR OFFRMP	201,136.00	191,321.32	9,814.68	(9,814.68)	C	(43)					-

CITY OF IRVINE
SCHEDULE OF CAPITAL IMPROVEMENT PROJECTS

DETAILED SCHEDULE OF ASSESSMENT DISTRICT/COMMUNITY FACILITY DISTRICT CAPITAL IMPROVEMENT PROJECT YEAR END ACTIVITY
FISCAL YEAR ENDED JUNE 30, 2016

FUND	CIP No.	PROJ TITLE	BUDGET	EXPENDITURES TO 6/30/16	6/30/2016 PROJ BALANCE	PROJECT CLOSURES	Action	foot note	SURPLUS ONGOING PROJ	foot note	REALLOCATIONS OR NEW FUNDING	foot note	PROJECT CARRYOVER
217	320900	TS: BONITA CYN @ MARINERS	119,180.05	110,008.80	9,171.25	(9,171.25)	C	(43)					-
217	320910	TS: CULVER DR @ BONITA CYN	23,680.25	23,680.25	-	-	C	(43)					-
217	320920	TS: CULVER DR @ CAMPUS DR	31.96	31.96	-	-	C	(43)					-
217	320930	TS: LAGUNA @ LAG CYN CONNECTOR	68,058.19	59,582.62	8,475.57	-							8,475.57
217	320940	TS: MACARTHUR/BISON ATMS FEE	31.96	31.96	-	-	C	(43)					-
217	320960	TS: NEWPORT COAST @ APT SITE	21,136.00	12,080.09	9,055.91	(9,055.91)	C	(43)					-
217	320970	TS: NEWPORT CST@BONITA (MOD)	51,136.01	40,075.35	11,060.66	(11,060.66)	C	(43)					-
217	320980	TS: NEWPORT@VILLAGE CONNECTOR	130,568.01	96,668.03	33,899.98	(33,899.98)	C	(43)					-
217	320990	TS: SHADY CANYON @ I-405	9,179.99	4,482.16	4,697.83	(4,697.83)	C	(43)					-
217	361120	FIRE STATION	4,502,457.55	4,287,519.29	214,938.26	(214,938.26)	C	(43)					-
217	371620	SHADY CANYON PHASE 1 UTILITIES	2,267,092.26	2,241,171.06	25,921.20	(25,921.20)	C	(43)					-
217	371630	SHADY CANYON PHS2A UTILITIES	662,945.66	649,957.06	12,988.60	(12,988.60)	C	(43)					-
217	371640	SHADY CANYON PHS2B UTILITIES	1,868,949.68	1,868,949.68	-	-	C	(43)					-
217	371650	EAST/WEST WATER QUALITY BASIN	4,687,660.34	4,687,660.34	-	-	C	(43)					-
217	371660	66KV RELO/UGRD BONITA-A STREET	5,818,282.59	5,796,787.82	21,494.77	(21,494.77)	C	(43)					-
217	371670	66KV RELO/UGRD LAG CYN RD/PA17	1,404,696.37	1,377,631.13	27,065.24	(27,065.24)	C	(43)					-
217	371680	66KV RELO/UGRD SHADY CYN/PA17	1,549,987.36	1,342,808.34	207,179.02	(207,179.02)	C	(43)					-
217	371690	66KV RELO/UGRD SHADY CYN/PA22	7,797,729.15	7,547,129.46	250,599.69	(250,599.69)	C	(43)					-
217	371700	OFF SITE MITIG MEASURES	832,048.24	734,342.02	97,706.22	-							97,706.22
217	371710	SOUND WALLS-CULVER/CAMPUS	244,632.00	31.96	244,600.04	(244,600.04)	C	(43)					-
217	391100	RIDING/HIKING/BIKING TRLS-PA22	2,599,200.01	2,461,339.95	137,860.06	(137,860.06)	C	(43)					-
217	391120	RIDING/HIKING/BIKING TRLS-PA17	2,754,333.44	2,754,333.44	-	-	C	(43)					-
217	391130	RIDING/HIKING/BIKING TRLS-PA27	1,271,475.76	1,166,787.55	104,688.21	(104,688.21)	C	(43)					-
217	391140	BIKEWAYS/PEDS BONITA-CAMPUS	245,813.87	3,750.33	242,063.54	(242,063.54)	C	(43)					-
58 projects			99,505,734.02	97,702,647.06	1,803,086.96	(1,696,872.22)			-		-		106,214.74
AD 03-19 NORTHERN SPHERE													
218	304010	OFFSITE MITIGATION	115,000.00	100,427.19	14,572.81	-							14,572.81
218	304920	PA 9A FIRE STATION 20	7,200,000.00	280,281.83	6,919,718.17	-							6,919,718.17
218	314900	PA 9A STREETS AND STORM DRAINS	42,450,478.04	41,096,682.02	1,353,796.02	-							1,353,796.02
218	334900	PA 9A TRAFFIC SIGNALS	2,824,532.02	2,599,532.02	225,000.00	-							225,000.00
4 projects			52,590,010.06	44,076,923.06	8,513,087.00	-			-		-		8,513,087.00
AD 04-20 PORTOLA SPRINGS													
219	315200	PHASE I - PRELIM WORK EFFORT	10,525.85	10,525.85	-	-							-
219	315300	STREETS AND STORM DRAINS	58,719,577.29	47,976,655.12	10,742,922.17	-							10,742,922.17
219	335300	TRAFFIC SIGNALS	3,150,000.96	2,563,597.04	586,403.92	-							586,403.92
219	345300	OFF-STREET BIKE TRAILS	3,674,998.82	2,426,089.89	1,248,908.93	-							1,248,908.93
219	355300	STREETSCAPING	1,410,747.41	1,409,490.50	1,256.91	-							1,256.91
219	395300	WET UTILITIES	10,749,999.92	9,530,865.56	1,219,134.36	-							1,219,134.36
219	395310	OCFCD CHANNELS	26,501,231.47	26,500,478.54	752.93	-							752.93
219	395320	FIRE STATION 27	5,123,292.03	5,123,054.73	237.30	-							237.30
219	396180	DRY UTILITIES	5,004,499.73	4,388,473.72	616,026.01	-							616,026.01
219	396190	PEDESTRIAN BRIDGE	2,252,714.42	1,732,460.75	520,253.67	-							520,253.67
10 projects			116,597,587.90	101,661,691.70	14,935,896.20	-			-		-		14,935,896.20
AD 05-21 ORCHARD HILLS													
220	396020	WET UTILITIES	23,602,822.04	20,117,029.01	3,485,793.03	-							3,485,793.03
220	396030	OC FLOOD MASTER PLAN FACIL	17,108,344.47	17,106,844.47	1,500.00	-							1,500.00
220	396040	NATURAL TREATMENT SYSTEMS	8,385,500.00	4,258,905.40	4,126,594.60	-							4,126,594.60
220	396050	STREETS AND STORM DRAINS	39,441,258.02	28,518,859.20	10,922,398.82	-							10,922,398.82
220	396060	TRAFFIC SIGNALS	1,440,000.00	914,331.68	525,668.32	-							525,668.32
220	396070	MEDIAN LANDSCAPING	960,000.00	944,882.28	15,117.72	-							15,117.72
220	396080	OFF-STREET TRAILS	1,760,000.00	1,740,486.31	19,513.69	-							19,513.69
220	396090	FIRE STATION #55	2,010,227.47	2,006,249.94	3,977.53	-							3,977.53
220	399030	AD05-21 DRY UTILITIES	4,718,250.00	4,331,763.43	386,486.57	-							386,486.57
9 projects			99,426,402.00	79,939,351.72	19,487,050.28	-			-		-		19,487,050.28
AD 07-22 STONEGATE													
221	317310	AD 07-22 ST & STORM DRAINS	31,882,942.19	30,981,512.01	901,430.18	-							901,430.18
221	337160	TRAFFIC SIGNALS	2,875,000.00	2,792,878.46	82,121.54	-							82,121.54
221	347010	OFF-STREET TRAILS	1,450,000.00	1,335,778.48	114,221.52	-							114,221.52
221	357180	MEDIAN LANDSCAPE	829,999.82	821,074.76	8,925.06	-							8,925.06
221	397060	WET UTILITIES	5,080,000.00	5,006,415.03	73,584.97	-							73,584.97

CITY OF IRVINE
 SCHEDULE OF CAPITAL IMPROVEMENT PROJECTS
 DETAILED SCHEDULE OF ASSESSMENT DISTRICT/COMMUNITY FACILITY DISTRICT CAPITAL IMPROVEMENT PROJECT YEAR END ACTIVITY
 FISCAL YEAR ENDED JUNE 30, 2016

FUND	CIP No.	PROJ TITLE	BUDGET	EXPENDITURES TO 6/30/16	6/30/2016 PROJ BALANCE	PROJECT CLOSURES	Action	foot note	SURPLUS ONGOING PROJ	foot note	REALLOCATIONS OR NEW FUNDING	foot note	PROJECT CARRYOVER
221	397090	DRY UTILITIES (EXISTING)	390,000.00	384,236.40	5,763.60								5,763.60
221	397100	OC MASTER FLOOD FACILITIES	1,116.99	1,116.99	-								-
221	399040	AD07-22 DRY UTILITIES	3,020,750.00	3,020,750.00	-								-
8 projects			<u>45,529,809.00</u>	<u>44,343,762.13</u>	<u>1,186,046.87</u>	<u>-</u>			<u>-</u>		<u>-</u>		<u>1,186,046.87</u>
AD 10-23 LAGUNA ALTURA													
223	331106	AD10-23 LF&LC TRAFFIC SIGNAL	540,000.00	526,070.31	13,929.69								13,929.69
223	351101	AD10-23 LAKE FOR. LANDSCAPING	25,000.00	12,610.86	12,389.14								12,389.14
223	391101	PA 18 STREETS AND STORM DRAINS	18,835,263.00	18,110,977.19	724,285.81								724,285.81
223	391102	AD10-23 WET UTILITIES	4,575,000.00	2,136,698.96	2,438,301.04								2,438,301.04
223	391103	AD10-23 DRY UTILITIES	545,000.00	510,025.13	34,974.87								34,974.87
223	391104	AD10-23 WATER QUALITY IMPROV.	2,230,000.00	873,507.71	1,356,492.29								1,356,492.29
223	391105	AD10-23 66KV UTIL UNDERGROUND	1,115,000.00	1,099,069.45	15,930.55								15,930.55
7 projects			<u>27,865,263.00</u>	<u>23,268,959.61</u>	<u>4,596,303.39</u>	<u>-</u>			<u>-</u>		<u>-</u>		<u>4,596,303.39</u>
AD 11-24 CYPRESS VILLAGE													
224	311107	PA 40 STREETS AND STORM DRAIN	11,768,444.00	7,520,183.88	4,248,260.12								4,248,260.12
224	331308	AD 11-24 TRAFFIC SIGNALS	767,250.00	628,580.71	138,669.29								138,669.29
224	391301	AD 11-24 WATER QUALITY IMPMENT	2,115,000.00	1,341,930.11	773,069.89								773,069.89
224	391302	AD 11-24 DRY UTILITIES	1,932,750.00	1,932,750.00	-								-
224	391303	AD 11-24 UTILITIES UNDERGROUND	3,880,000.00	3,547,597.75	332,402.25								332,402.25
224	391304	AD 11-24 WET UTILITY	6,250,000.00	2,748,792.63	3,501,207.37								3,501,207.37
6 projects			<u>26,713,444.00</u>	<u>17,719,835.08</u>	<u>8,993,608.92</u>	<u>-</u>			<u>-</u>		<u>-</u>		<u>8,993,608.92</u>
AD 13-25 (PA 5B)													
225	311411	AD 13-25(PA 5B) ST & STM DRAIN	16,112,365.00	13,913,196.22	2,199,168.78								2,199,168.78
225	331609	AD 13-25 TRAFFIC SIGNALS	1,300,000.00	966,588.39	333,411.61								333,411.61
225	391602	AD 13-25 DRY UTILITIES	1,721,500.00	511,220.97	1,210,279.03								1,210,279.03
225	391603	AD 13-25 WET UTILITIES	4,000,000.00	2,682,628.29	1,317,371.71								1,317,371.71
225	391604	AD 13-25 WATER QUALITY IMPV	1,200,000.00	991,500.16	208,499.84								208,499.84
5 project			<u>24,333,865.00</u>	<u>19,065,134.03</u>	<u>5,268,730.97</u>	<u>-</u>			<u>-</u>		<u>-</u>		<u>5,268,730.97</u>
Total	234 projects	TOTAL AD/CFD PROJECTS	<u>821,228,250.38</u>	<u>689,616,326.83</u>	<u>131,611,923.55</u>	<u>(21,944,913.26)</u>			<u>-</u>		<u>-</u>		<u>109,667,010.29</u>

144 projects C - CLOSED AD/CFD PROJECTS

Count of ongoing AD/CFD projects:

234 projects total AD/CFD projects in report
~~144 projects~~ less AD/CFD project closures
90 projects Total open AD/CFD projects in report

CITY OF IRVINE
SCHEDULE OF CAPITAL IMPROVEMENT PROJECTS
DETAILED SCHEDULE OF GREAT PARK CAPITAL IMPROVEMENT PROJECT YEAR END ACTIVITY
FISCAL YEAR ENDED JUNE 30, 2016

<u>FUND</u>	<u>CIP No.</u>	<u>PROJ TITLE</u>	<u>BUDGET</u>	<u>EXPENDITURES TO 6/30/16</u>	<u>PROJ BALANCE 42,551.00</u>	<u>PROJECT CLOSURES</u>	<u>foot Action note</u>	<u>SURPLUS ONGOING PROJ</u>	<u>foot note</u>	<u>REALLOCATIONS OR NEW FUNDING</u>	<u>foot note</u>	<u>PROJECT CARRYOVER</u>
GREAT PARK DEVELOPMENT												
286	311613	C ST & 8TH ST IMPROVEMENTS	9,075,000.00	-	9,075,000.00							9,075,000.00
286	311616	G STREET CONSTRUCTION	285,300.00	-	285,300.00							285,300.00
286	351603	RIDGE VLY/MARINE WAY LANDSCAPE	750,000.00	-	750,000.00							750,000.00
286	361612	SITE UTILITY INFRASTRUCTURE	1,850,000.00	2,866.81	1,847,133.19							1,847,133.19
286	361613	GREAT PARK RESTROOM RELOCATION	100,000.00	577.50	99,422.50							99,422.50
286	361616	SPORTS PARK SUBAREA IMPROVEMNT	4,686,314.00	-	4,686,314.00							4,686,314.00
286	361619	UTILITY CONNECTION FOR ICE FAC	336,400.00	-	336,400.00							336,400.00
286	371405	OCGP INTERIM INFRASTRUCTURE	970,000.00	740,509.86	229,490.14	(229,490.14)	C	(44)				-
286	371501	HERITAGE FLD /(JBI) ENVIR REM	300,000.00	292,972.11	7,027.89							7,027.89
286	371502	GP ENVIRONMENTAL REMEDIATION	2,000,000.00	1,246,070.01	753,929.99							753,929.99
286	371604	BASIN SLOP & IN/OUTLET REPAIR	160,000.00	70,035.13	89,964.87							89,964.87
286	379090	WESTERN SECTOR PARK DEV. PLAN	50,493,564.82	49,806,869.54	686,695.28							686,695.28
286	391505	O CLUB DEMOLITION	225,000.00	174,456.43	50,543.57	(50,543.57)	C	(45)				-
	13 projects		<u>71,231,578.82</u>	<u>52,334,357.39</u>	<u>18,897,221.43</u>	<u>(280,033.71)</u>						<u>18,617,187.72</u>
Total	13 projects	TOTAL GP PROJECTS	<u>71,231,578.82</u>	<u>52,334,357.39</u>	<u>18,897,221.43</u>	<u>(280,033.71)</u>						<u>18,617,187.72</u>

2 projects C - CLOSED GP PROJECTS

Count of ongoing Great Park projects:

13 projects total GP projects in report

-2 projects less GP project closures

11 projects Total open GP projects in report

CITY OF IRVINE
SCHEDULE OF CAPITAL IMPROVEMENT PROJECTS

FOOTNOTES TO THE CAPITAL IMPROVEMENT PROJECT YEAR-END ACTIVITY
FISCAL YEAR ENDED JUNE 30, 2016

Footnotes

- (1) Project is complete. Return \$221,132.57 to Infrastructure & Rehabilitation fund balance.
- (2) Project is complete. Return \$1,638,702.63 to Gas Tax fund balance and \$348,052 in Slurry Seal Surcharge to 15-16 Slurry Seal project (CIP 311601).
- (3) Project savings, return \$2,000,000 to Gas Tax fund balance.
- (4) Replace \$348,052 in Gas Tax with Slurry Seal funds from closed 14-15 Slurry Seal & Street Rehabilitation project (CIP 311505)
- (5) Project is complete. Return \$35,396.22 to Gas Tax fund balance.
- (6) Close. Return \$198,349.00 to SDC Circ fund balance and \$1,651.00 to M2 Fairshare fund balance.
- (7) Project is complete. Return \$82,263.84 to Gas Tax fund balance.
- (8) Increase grant funding 6972, M2-ICE Program by \$210,000 for a grant total of \$512,163.
- (9) Project is complete. Return \$4,444.64 to Gas Tax fund balance.
- (10) Project is complete. Return \$28,093.19 to Gas Tax fund balance.
- (11) Project savings, return \$130,000 to Infrastructure & Rehabilitation fund balance and \$74,000 in SDC Circ to fund balance.
- (12) Project is complete. Return \$119,632.93 to SDC Circ fund balance.
- (13) Project is complete. Return \$16,484.80 to Gas Tax fund balance.
- (14) Project is complete. Release \$677.84 of CFD 2005-2 Improvements (Columbus Grove), and release \$2,364.25 of HSIP grant funds.
- (15) Project is complete. Return \$2,500.56 to SDC Circ fund balance, release \$4,775 in Contributions, and release \$28,762.56 of M2 grant funds.
- (16) Project is complete. Return \$40,072.15 to SDC Circ fund balance.
- (17) Project is complete. Return \$1,753.92 to Gas Tax fund balance.
- (18) Project is complete. Return \$1,019.37 to Gas Tax fund balance.
- (19) Project is complete. Return \$317.17 to Gas Tax fund balance.
- (20) Project is complete. Return \$12,933.74 to Gas Tax fund balance.
- (21) Project is complete. Return \$123,970.95 to Gas Tax fund balance.
- (22) Project is complete. Return \$825,223.04 to SDC Non-Circ fund balance.
- (23) Replace \$200,000 in SDC NCirc with \$200,000 in AQMD (Fund 130).
- (24) Project is complete. Return \$75,000.00 to Infrastructure & Rehabilitation fund balance.
- (25) Close. Return \$1,200,000.00 to Infrastructure & Rehabilitation fund balance
- (26) Project is complete. Return \$16,130.82 to Infrastructure & Rehabilitation fund balance.
- (27) Project is complete. Return \$29,162.41 to Infrastructure & Rehabilitation fund balance.
- (28) Project is complete. Return \$29,941.08 to Infrastructure & Rehabilitation fund balance.
- (29) Project is complete. Return \$3,045.60 to SDC Non-Circ fund balance.
- (30) Project is complete. Return \$59,965.94 to Infrastructure & Rehabilitation fund balance.
- (31) Project is complete. Return \$97,990.69 to Infrastructure & Rehabilitation fund balance.
- (32) Close. Return \$307,509.63 to Infrastructure & Rehabilitation fund balance.
- (33) Project is complete. Return \$5,944.09 to Infrastructure & Rehabilitation fund balance.
- (34) Project is complete. Return \$63,087.76 to Infrastructure & Rehabilitation fund balance and return \$81,523.13 to SDC Non-Circ fund balance.
- (35) Close. Return \$1,214,979.48 to SDC Non-Circ fund balance.
- (36) Project is complete. Return \$14,870.20 to Infrastructure & Rehabilitation fund balance.
- (37) Project is complete. Return \$4,896.93 to SDC Non-Circ fund balance.
- (38) Project is complete. Return \$31,255.86 to Infrastructure & Rehabilitation fund balance.
- (39) Project is complete. Return \$5,735.23 to General Fund balance.
- (40) Project is complete. Return \$448,484.87 to SDC Circ fund balance.

**CITY OF IRVINE
SCHEDULE OF CAPITAL IMPROVEMENT PROJECTS**

**FOOTNOTES TO THE CAPITAL IMPROVEMENT PROJECT YEAR-END ACTIVITY
FISCAL YEAR ENDED JUNE 30, 2016**

Footnotes

- (41) Increase grant funding 6972, M2-ICE Program by \$381,566 for a grant total of \$501,933.
- (42) Project is complete. Return \$55,419.11 to IBC Transportation Management Program fund balance.
- (43) Assessment District project is complete.
- (44) Project is complete. Return \$229,490.14 to Orange County Great Park fund balance.
- (45) Project is complete. Return \$50,543.57 to Orange County Great Park fund balance.

CITY OF IRVINE
SCHEDULE OF INTER-FUND TRANSFERS AND ADJUSTMENTS
FOR FISCAL YEAR 2016-17

<u>FUND</u>	<u>ACCOUNT NUMBER</u>	<u>CIP APPROPRIATIONS</u>	<u>FY 15-16 BUDGETED TRANSFERS</u>	<u>ADJUSTMENT INCREASE (DECREASE)</u>	<u>TOTAL FUND ADJUSTMENT</u>
GENERAL FUND - FUND 001					
260	55915915998001	(5,735.23)	-	5,735.23	
260	01915915997260	(5,735.23)	-	5,735.23	5,735.23
INFRASTRUCTURE AND REHABILITATION - FUND 010					
132	10915915998132	-	221,133.00	(221,133.00)	
132	32915915997010	-	221,133.00	(221,133.00)	
250	10915915998250	241,869.61	369,818.20	(127,948.59)	
250	52915915997010	241,869.61	369,818.20	(127,948.59)	
260	10915915998260	6,544,589.50	6,082,534.62	462,054.88	
260	55915915997010	6,544,589.50	6,082,534.62	462,054.88	
260	55915915998010	-	-	1,200,000.00	
010	10915915997260	-	-	1,200,000.00	1,312,973.29
GAS TAX - FUND 111					
132	17915915998132	1,115,995.00	5,051,052.00	(3,935,057.00)	
132	32915915997111	1,115,995.00	5,051,052.00	(3,935,057.00)	
250	17915915998250	8,468,028.10	7,925,053.80	542,974.30	
250	52915915997111	8,468,028.10	7,925,053.80	542,974.30	(3,392,082.70)
SYSTEM DEVELOPMENT CONTROL (SDC) - FUND 118					
250	22915915018250	7,278,222.61	7,712,777.25	(434,554.64)	
250	52915915997118	7,278,222.61	7,712,777.25	(434,554.64)	
260	22915915028260	607,331.82	2,937,000.00	(2,329,668.18)	
260	55915915997118	607,331.82	2,937,000.00	(2,329,668.18)	
270	69915915998118	(448,484.87)	-	448,484.87	
270	22915915017270	(448,484.87)	-	448,484.87	(2,315,737.95)
AIR QUALITY IMPROVEMENT FUND - FUND 130					
260	30915915998260	619,414.91	399,901.46	219,513.45	
260	55915915997130	619,414.91	399,901.46	219,513.45	219,513.45
RENEWED MEASURE M2 FAIRSHARE - FUND 154					
132	39915915998132	3,895,515.56	3,202,173.40	693,342.16	
132	32915915997154	3,895,515.56	3,202,173.40	693,342.16	
250	39915915998250	4,412,840.97	4,149,448.52	263,392.45	
250	52915915997154	4,412,840.97	4,149,448.52	263,392.45	956,734.61
ORANGE COUNTY GREAT PARK (OCGP) - FUND 180					
286	31915915998180	(280,033.71)	-	280,033.71	
286	91915915997286	(280,033.71)	-	280,033.71	280,033.71
CFD 2004-1 CENTRAL PARK WEST - FUND 205					
271	40915915998250	-	2,748,766.00	(2,748,766.00)	
271	25915915997205	-	2,748,766.00	(2,748,766.00)	(2,748,766.00)
FLEET SERVICE FUND - FUND 574					
260	85915915998260	53,593.65	55,646.27	(2,052.62)	
260	55915915997574	53,593.65	55,646.27	(2,052.62)	(2,052.62)
CIVIC CENTER MAINTENANCE & OPERATION FUND - FUND 580					
260	86915915998260	85,217.32	(97,155.63)	182,372.95	
260	55915915997580	85,217.32	(97,155.63)	182,372.95	182,372.95
Total Transfers					\$ (5,501,276.03)

**CITY OF IRVINE
SCHEDULE OF CONTINUING SPECIAL FUNDS ENCUMBRANCE/ACTIVITY
AS OF JUNE 30, 2016**

<u>FUND</u>	<u>ACCOUNT NO. (GL)</u>	<u>ACCOUNT NO. (IL)</u>	<u>DESCRIPTION</u>	<u>APPROPRIATIONS</u>
SCHOOL SUPPORT FUND - FUND 007				
007	07020008264173		CHALLENGE MATCH GRANT REIMBURSEMENT - TUSTIN UNIFIED SCH. DISTRICT	165,380.00
TOTAL SCHOOL SUPPORT FUND				165,380.00
BUILDING AND SAFETY FUND - FUND 024				
024	62240004994310	7160240179	CD OFFICE REMODEL	100,000.00
024	62240004994310		IMPLEMENTATION OF ELECTRONIC PLAN REVIEW SYSTEM (SOFTWARE)	100,000.00
TOTAL BUILDING AND SAFETY FUND				200,000.00
FLEET SERVICE FUND - FUND 574				
574	85561165994660		TWO (1OF 2) F-250 CNG SERVICE TRUCKS	47,009.27
574	85561165994660		TWO (2 OF 2) F-250 CNG SERVICE TRUCKS	47,009.27
574	85561165994660		TWO (1 OF 2) F-350 CNG SERVICE TRUCKS	53,376.95
574	85561165994660		TWO (2 OF 2) F-350 CNG SERVICE TRUCKS	53,376.95
574	85561165994660		(1 OF 3) F-150 PICK-UP TRUCKS	24,991.31
574	85561165994660		(2 OF 3) F-150 PICK-UP TRUCKS	24,991.31
574	85561165994660		(3 OF 3) F-150 PICK-UP TRUCKS	24,991.31
574	85561165994660		F-450 FLAT BED WITH LIFT GATE	49,242.10
574	85561165994660		F-550 CAB & CASSIS FOR SIGN TRUCK BODY	41,573.00
574	85561165994660		2017 FORD INTERCEPTOR	27,656.75
574	85561165994660		TOYOTA ACCESS CAB TRUCK	35,000.00
574	85561165994660		F-150 SUPERCREW PICK-UP TRUCK	35,000.00
574	85561165994660		14 PASSENGER ELECTRIC SHUTTLE	19,332.00
574	85561165994660		FORD TRUCK F-150	36,599.15
TOTAL FLEET SERVICE FUND				520,149.37
TELEPHONE, MAIL, DUPLICATION SERVICE FUND - FUND 578				
578	81113151994809		DUPLICATING SUPPLIES (PRINTERS, COPIERS, PAPER)	189,055.00
578	81113151994310	7165780740	DUPLICATING CONTRACT	450,000.00
578	81113151994310	7165780739	MANAGE PRINT SERVICES	144,935.00
578	81113151994809		PHONES FOR CD	47,906.50
578	81113164994806		CALL MANAGER MAINTENANCE	49,889.55
578	81113164990320		PREPAID 2-YEAR CALL MANAGER MAINTENANCE	99,779.10
578	81113164994513		CELL/MOBILE SERVICES	45,000.00
578	81113164994651		NETWORK EQUIPMENT FOR TELECOMMUNICATIONS	35,000.00
578	81113164994310	7165780744	REMOTE SITE CONNECTIVITY	106,728.98
578	81113164994310	7165780742	VIDEO CONFERENCING	17,969.00
578	81113164994310	7165780745	TELECOMMUNICATIONS MAINTENANCE	40,000.00
TOTAL TELEPHONE, MAIL, DUPLICATION SERVICE FUND				1,226,263.13

**CITY OF IRVINE
SCHEDULE OF CONTINUING SPECIAL FUNDS ENCUMBRANCE/ACTIVITY
AS OF JUNE 30, 2016**

<u>FUND</u>	<u>ACCOUNT NO. (GL)</u>	<u>ACCOUNT NO. (IL)</u>	<u>DESCRIPTION</u>	<u>APPROPRIATIONS</u>
STRATEGIC TECHNOLOGY PLAN FUND - FUND 579				
579	89113108904804		CITY COUNCIL MEDIA STREAMING	3,600.56
579	89113108914804		ONLINE BIDDING (PLANETBIDS) APPLICATION MAINTENANCE	10,259.00
579	89113108914804		FINANCIAL SYSTEM APPLICATION MAINTENANCE	64,682.29
579	89113108914323	7165790753	SUNGARD - COGNOS PROJECT	23,101.78
579	89113108914323	7150067800	FINANCIAL SYSTEM CONTINUED UPGRADES AND ENHANCEMENTS	50,350.00
579	89113108924806		SIRE - ACTIVE REVIEW HOSTING SOFTWARE MAINTENANCE	83,200.00
579	89113108924323	7165790857	GIS - ESRI UPGRADES AND LICENSING	48,000.00
579	89113108924323	7165790766	INSPECTOR MOBILITY APPLICATION IMPLEMENTATION AND MAINTENANCE	209,874.00
579	89113108934806		CONTRACT MANAGEMENT APPLICATION MAINTENANCE	1,493.00
579	89113108934806		ROUTEMATCH SOFTWARE ENHANCEMENTS	38,820.00
579	89113108934809		UPGRADE TECHNOLOGY AT REMOTE SITES	37,600.00
579	89113108944323	7165791163	REMOVE AND REPLACE RADIOS FROM POLICE VEHICLES	42,243.54
579	89113108944323	7165790784	CAL-ID AFIS	6,450.50
579	89113108944806		SOFTWARE MAINTENANCE RENEWALS	7,177.87
579	89113108944360	7165790801	BRIEFING ROOM UPGRADE	4,119.30
579	89113108944651		CAD UPGRADE	89,145.62
579	89113108944806		IP ACCESS MAINTENANCE	3,240.00
579	89113108944806		VOICE RECORDING ANNUAL MAINTENANCE	3,850.00
579	89113108944806		NETMOTION MAINTENANCE	2,992.00
579	89113108944806		WEBEOC MAINTENANCE	23,455.00
579	89113108944806		SOFTWARE MAINTENANCE FOR STATISTICAL APPLICATION	12,000.00
579	89113108944806		AUDIO AND VIDEO MAINTENANCE AND SUPPORT	55,000.00
579	89113108954323	7165790812	LUCITY CONSULTING SERVICES	50,000.00
579	89113108954806		LUCITY LICENSING AND MAINTENANCE	30,000.00
579	89113108954809		COMPUTER SUPPLIES FOR PW	10,000.00
579	89113108954801		MAINTENANCE CONNECTION SERVICE FEE SOFTWARE MAINTENANCE	8,386.00
579	89113108954806		TREE INVENTORY MAINTENANCE	9,865.00
579	89113108994310	7165790823	NETWORK STAFF SUPPORT TO CORE NETWORK	51,582.46
579	89113108994310	7165790823	CONTRACT SERVICES FOR IT MANAGEMENT SUPPORT	12,195.00
579	89113108994804		WEBSITE FILE REPOSITORY	10,526.31
579	89113108994806		SECURITY MANAGEMENT AND VPN MAINTENANCE	1,349.00
579	89113108994651		NETWORK INFRASTRUCTURE	307,000.00
579	89113108994809		COMPUTER REPLACEMENT	125,000.00
579	89113108994446		TRAINING	31,807.00
579	89113108994323	7165790846	MICROSOFT PREMIER SUPPORT	100,000.00
579	89113108994806		SOFTWARE MAINTENANCE AND LICENSING FOR NEW AND EXISTING APPLICATIONS	246,000.00
TOTAL STRATEGIC TECHNOLOGY PLAN FUND				1,814,365.23
SPECIAL FUNDS CARRYOVER REQUEST \$				3,926,157.73

Annual Report
Fiscal Year 2015-2016

City of Irvine
Community Facilities District
No. 2004-1
(Central Park)

October 24, 2016

Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

Newport Beach
San Francisco
San Jose
Riverside
Dallas, Texas

ANNUAL REPORT – GOVERNMENT CODE SECTION 53343.1

In accordance with the requirements of Government Code Section 53343.1:

A community facilities district formed after January 1, 1992, shall prepare, if requested by a person who resides in or owns property in the district, within 120 days after the last day of each fiscal year, a separate document titled an "Annual Report." The district may charge a fee for the report not exceeding the actual costs of preparing the report. The report shall include the following information for the fiscal year:

(a) The amount of special taxes collected for the year.

DESCRIPTION	FISCAL YEAR 2015-2016 SPECIAL TAX COLLECTION
CFD No. 2004-1 (Central Park)	\$1,334,963

(b) The amount of other moneys collected for the year and their source, including interest earned.

DESCRIPTION	FISCAL YEAR 2015-2016 OTHER AMOUNTS COLLECTED	FISCAL YEAR 2015-2016 INTEREST EARNED AS OF JUNE 30, 2016
CFD No. 2004-1 (Central Park) ^[1]	\$5,166	\$117,960

[1] Orange County apportioned special tax delinquency and penalty revenue.

(c) The amount of moneys expended for the year.

DESCRIPTION	FISCAL YEAR 2015-2016 EXPENDITURES AS OF JUNE 30, 2016
Facilities, Including Property	\$10,491,729
Costs of Bonded Indebtedness	\$1,531,920
Costs of Collecting the Special Taxes ^[1]	\$4,337
Other Administrative and Overhead Costs	\$45,487
Total Expenditures	\$12,073,473

[1] In accordance with Government Code Section 53340.

(d) A summary of the amount of moneys expended for the following:

- (1) Facilities, including property. - \$10,491,729
- (2) Services. - \$0
- (3) The costs of bonded indebtedness. - \$1,531,920
- (4) The costs of collecting the special tax under Section 53340. - \$4,337
- (5) Other administrative and overhead costs. - \$45,487

(e) For moneys expended for facilities, including property, an identification of the categories of each type of facility funded with amounts expended in each category, including the total percentage of the cost of each type of facility that was funded with bond proceeds or special taxes.

CATEGORY	AMOUNT	PERCENTAGE FUNDED WITH BOND PROCEEDS	PERCENTAGE FUNDED WITH SPECIAL TAXES
Park Improvements	\$4,199,028	100%	0%
IBC Development Improvements Circulation Improvements	\$5,380,168	100%	0%
Michelson Street and Jamboree Improvements	\$912,533	100%	0%
Total Facilities Costs	\$10,491,729	NA	NA

(f) For moneys expended for services, an identification of the categories of each type of service funded with amounts expended in each category, including the total percentage of the cost of each type of service that was funded with bond proceeds or special taxes.

None

(g) For moneys expended for other administrative costs, an identification of each of these costs.

DESCRIPTION	FISCAL YEAR 2015-2016 ADMINISTRATION EXPENSES AS OF JUNE 30, 2016
Contract Services	\$17,460
City Administration Expenses	\$28,027
Total Administration Costs	\$45,487

(h) The annual report shall contain references to the relevant sections of the resolution of formation of the district so that interested persons may confirm that bond proceeds and special taxes are being used for authorized purposes. The annual report shall be made available to the public upon request.

The public facilities eligible for funding by CFD No. 2004-1, as identified in the resolution establishing CFD No. 2004-1 (the "Resolution of Formation"), shall consist of those items listed below (the "Facilities"):

1. Irvine Business Complex ("IBC") Development Improvements Circulation improvements benefiting the Irvine Business Complex as described in City Council Resolution No. 93-35, adopted by the City on March 9, 1993.
2. City of Irvine Community Park Improvements required by City Subdivision Code section V.F-1004.
3. Jamboree Deceleration Lane from Interstate 405 to Project Access Drive. Design and construction of the widening of Jamboree Road to construct a 14-ft wide right turn deceleration lane leading to the project's Jamboree Road access drive. Includes relocation of SCE power line, sidewalk and bike lane provisions.
4. Michelson Street Improvements. Design and construction of the widening westbound Michelson Drive between Jamboree and Teller to provide 19-ft wide curb lane. Also the two westbound

lanes will be widened to 12 ft. along project frontage and transition to 10-ft wide lanes to match Teller. Sidewalk widening for Class 1 bike lane.

5. Pedestrian Bridge over Jamboree. Design and construction of a pedestrian bridge over Jamboree Boulevard immediately north of its intersection with Michelson Drive. If the pedestrian bridge is not constructed or if funds remain after its funding, remaining funds may be used for items 6 and 7 below.
6. IBC Transportation Program. To the extent that funds remain after the funding of the pedestrian bridge, CFD No. 2004-1 funding shall be used for the acquisition and construction of right-of-way and other capital improvements needed for expanded and improved public transportation within the IBC.

CFD No. 2004-1 may also finance any of the following:

1. Bond related expenses, including underwriter's discount, appraisal and absorption study costs, reserve fund, capitalized interest, financial advisor fees and expenses, bond and disclosure counsel fees and expenses, and all other incidental expenses.
2. Administrative fees of the City and the bond trustee or fiscal agent related to CFD No. 2004-1 and any bonds, including but not in any way limited to the cost of a consultant to assist the City with the inspection and coordination of construction of the Facilities.
3. Reimbursement of costs related to the formation of CFD No. 2004-1 advanced by the City, any landowner in CFD No. 2004-1, or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, any landowner in CFD No. 2004-1 or any party related to any of the foregoing, for facilities, fees, or other purposes or costs of CFD No. 2004-1.

Annual Report
Fiscal Year 2015-2016

City of Irvine
Community Facilities District
No. 2005-2
(Columbus Grove)

October 24, 2016

Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

Newport Beach
San Francisco
San Jose
Riverside
Dallas, Texas

ANNUAL REPORT – GOVERNMENT CODE SECTION 53343.1

In accordance with the requirements of Government Code Section 53343.1:

A community facilities district formed after January 1, 1992, shall prepare, if requested by a person who resides in or owns property in the district, within 120 days after the last day of each fiscal year, a separate document titled an "Annual Report." The district may charge a fee for the report not exceeding the actual costs of preparing the report. The report shall include the following information for the fiscal year:

(a) The amount of special taxes collected for the year.

DESCRIPTION	FISCAL YEAR 2015-2016 SPECIAL TAX COLLECTION
CFD No. 2005-2 (Columbus Grove)	\$1,131,822

(b) The amount of other moneys collected for the year and their source, including interest earned.

DESCRIPTION	FISCAL YEAR 2015-2016 OTHER AMOUNTS COLLECTED	FISCAL YEAR 2015-2016 INTEREST EARNED AS OF JUNE 30, 2016
CFD No. 2005-2 (Columbus Grove) ^[1]	\$2,240	\$2,824

[1] Orange County apportioned special tax delinquency and penalty revenue.

(c) The amount of moneys expended for the year.

DESCRIPTION	FISCAL YEAR 2015-2016 EXPENDITURES AS OF JUNE 30, 2016
Facilities, Including Property	\$0
Costs of Bonded Indebtedness	\$1,133,369
Costs of Collecting the Special Taxes ^[1]	\$3,588
Other Administrative and Overhead Costs	\$19,462
Total Expenditures	\$1,156,419

[1] In accordance with Government Code Section 53340.

(d) A summary of the amount of moneys expended for the following:

- (1) Facilities, including property. – \$0
- (2) Services. - \$0
- (3) The costs of bonded indebtedness. - \$1,133,369
- (4) The costs of collecting the special tax under Section 53340. - \$3,588
- (5) Other administrative and overhead costs. - \$19,462

(e) For moneys expended for facilities, including property, an identification of the categories of each type of facility funded with amounts expended in each category, including the total percentage of the cost of each type of facility that was funded with bond proceeds or special taxes.

None

(f) For moneys expended for services, an identification of the categories of each type of service funded with amounts expended in each category, including the total percentage of the cost of each type of service that was funded with bond proceeds or special taxes.

None

(g) For moneys expended for other administrative costs, an identification of each of these costs.

DESCRIPTION	FISCAL YEAR 2015-2016
	ADMINISTRATION EXPENSES AS OF JUNE 30, 2016
Contract Services	\$13,260
City Administration Expenses	\$6,202
Total Administration Costs	\$19,462

(h) The annual report shall contain references to the relevant sections of the resolution of formation of the district so that interested persons may confirm that bond proceeds and special taxes are being used for authorized purposes. The annual report shall be made available to the public upon request.

The public facilities eligible for funding by CFD No. 2005-2, as identified in the resolution establishing CFD No. 2005-2 (the "Resolution of Formation"), consist of the construction, acquisition, modification, expansion, improvement or rehabilitation of all or a portion of street improvements, including grading, paving, curbs and gutters, sidewalks, street signalization and signage, street lights and parkway and landscaping related thereto; public parks and recreation facilities, including the Warner Avenue Bike and Hiking Trail and Peters Canyon Channel Bike and Hiking Trail; improvements to the Peters Canyon Channel; and rights-of-way and easements necessary for any of such facilities (the "Facilities").

CFD No. 2005-2 may also finance any of the following:

1. Bond related expenses, including underwriter's discount, appraisal and absorption study costs, reserve fund, capitalized interest, financial advisor fees and expenses, bond and disclosure counsel fees and expenses, and all other incidental expenses.
2. Administrative fees of the City and the bond trustee or fiscal agent related to CFD No. 2005-2 and any bonds, including but not in any way limited to the cost of a consultant to assist the City with the inspection and coordination of construction of the Facilities.
3. Reimbursement of costs related to the formation of CFD No. 2005-2 advanced by the City, any landowner in CFD No. 2005-2, or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, any landowner in CFD No. 2005-2 or any party related to any of the foregoing, for facilities, fees, or other purposes or costs of CFD No. 2005-2.

Annual Report
Fiscal Year 2015-2016

City of Irvine
Community Facilities District
No. 2013-3
(Great Park)

October 24, 2016

Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

Newport Beach
San Francisco
San Jose
Riverside
Dallas, Texas

ANNUAL REPORT – GOVERNMENT CODE SECTION 53343.1

In accordance with the requirements of Government Code Section 53343.1:

A community facilities district formed after January 1, 1992, shall prepare, if requested by a person who resides in or owns property in the district, within 120 days after the last day of each fiscal year, a separate document titled an "Annual Report." The district may charge a fee for the report not exceeding the actual costs of preparing the report. The report shall include the following information for the fiscal year:

(a) The amount of special taxes collected for the year.

IMPROVEMENT AREA	FISCAL YEAR 2015-2016 SPECIAL TAX COLLECTION
IMPROVEMENT AREA NO. 1	\$4,696,156
IMPROVEMENT AREA NO. 2	\$6,992,743
IMPROVEMENT AREA NO. 3	\$0
IMPROVEMENT AREA NO. 4	\$1,297,598
IMPROVEMENT AREA NO. 5	\$550,000
IMPROVEMENT AREA NO. 6	\$0
IMPROVEMENT AREA NO. 7	\$0
IMPROVEMENT AREA NO. 8	\$0

(b) The amount of other moneys collected for the year and their source, including interest earned.

IMPROVEMENT AREA	FISCAL YEAR 2015-2016 OTHER AMOUNTS COLLECTED	FISCAL YEAR 2015-2016 INTEREST EARNED AS OF JUNE 30, 2016
IMPROVEMENT AREA NO. 1	\$16,768 ^[1]	\$102,591
IMPROVEMENT AREA NO. 2	\$0	\$460
IMPROVEMENT AREA NO. 3	\$0	\$0
IMPROVEMENT AREA NO. 4	\$173	\$451
IMPROVEMENT AREA NO. 5	\$0	\$22,929
IMPROVEMENT AREA NO. 6	\$0	\$577
IMPROVEMENT AREA NO. 7	\$0	\$639
IMPROVEMENT AREA NO. 8	\$0	\$1,083

[1] An amount of \$16,768 Delinquencies-Penalty-Late fee received from the County of Orange as of June 30, 2016.

(c) The amount of moneys expended for the year.

IMPROVEMENT AREA NO. 1	FISCAL YEAR 2015-2016 EXPENDITURES AS OF JUNE 30, 2016
Facilities, Including Property	\$60,322,726
Cost of Bond Indebtedness	\$3,706,400
Cost of Collecting the Special Tax	\$14,451
Other Administrative and Overhead Costs	\$30,708
Transfer to Great Park Fund for Services	\$503,326
Total	\$64,577,611

IMPROVEMENT AREA NO. 2	FISCAL YEAR 2015-2016 EXPENDITURES AS OF JUNE 30, 2016
Cost of Collecting the Special Tax	\$21,035
Other Administrative and Overhead Costs	\$5,760
Transfer to Great Park Fund for Services	\$6,941,743
Total	\$6,968,538

IMPROVEMENT AREA NO. 3	FISCAL YEAR 2015-2016 EXPENDITURES AS OF JUNE 30, 2016
Cost of Collecting the Special Tax	\$0
Other Administrative and Overhead Costs	\$0
Transfer to Great Park Fund for Services	\$0
Total	\$0

IMPROVEMENT AREA NO. 4	FISCAL YEAR 2015-2016 EXPENDITURES AS OF JUNE 30, 2016
Cost of Collecting the Special Tax	\$4,112
Other Administrative and Overhead Costs	\$15,752
Transfer to Great Park Fund for Services	\$1,245,214
Cost of Issuance	\$65,150
Total	\$1,330,228

	FISCAL YEAR 2015-2016 EXPENDITURES AS OF JUNE 30, 2016
IMPROVEMENT AREA NO. 5	
Cost of Collecting the Special Tax	\$1,652
Other Administrative and Overhead Costs	\$12,866
Transfer to Great Park Fund for Services	\$500,000
Total	\$514,518

	FISCAL YEAR 2015-2016 EXPENDITURES AS OF JUNE 30, 2016
IMPROVEMENT AREA NO. 6	
Other Administrative and Overhead Costs	\$1,354
District Formation	\$16,830
Total	\$18,184

	FISCAL YEAR 2015-2016 EXPENDITURES AS OF JUNE 30, 2016
IMPROVEMENT AREA NO. 7	
Other Administrative and Overhead Costs	\$1,354
District Formation	\$22,199
Total	\$23,553

	FISCAL YEAR 2015-2016 EXPENDITURES AS OF JUNE 30, 2016
IMPROVEMENT AREA NO. 8	
Other Administrative and Overhead Costs	\$21,192
District Formation	\$39,022
Total	\$60,214

(d) A summary of the amount of moneys expended for the following:

Improvement Area No. 1 (As of June 30, 2016)

- (1) Facilities, including property. - \$60,322,726
- (2) Services. - \$503,326 was transferred to the Great Park Fund for Services
- (3) The costs of bonded indebtedness. - \$3,706,400
- (4) The costs of collecting the special tax under Section 53340. - \$14,451
- (5) Other administrative and overhead costs. - \$30,708

Improvement Area No. 2 (As of June 30, 2016)

- (1) Facilities, including property. - \$0
- (2) Services. - \$6,941,743 was transferred to the Great Park Fund for Services
- (3) The costs of bonded indebtedness. - \$0
- (4) The costs of collecting the special tax under Section 53340. - \$21,035
- (5) Other administrative and overhead costs. - \$5,760

Improvement Area No. 3 (As of June 30, 2016)

- (1) Facilities, including property. - \$0
- (2) Services. – N/A
- (3) The costs of bonded indebtedness. - \$0
- (4) The costs of collecting the special tax under Section 53340. - \$0
- (5) Other administrative and overhead costs. - \$0

Improvement Area No. 4 (As of June 30, 2016)

- (1) Facilities, including property. - \$0
- (2) Services. - \$1,245,214 was transferred to the Great Park Fund for Services
- (3) The costs of bonded indebtedness. - \$0
- (4) The costs of collecting the special tax under Section 53340. - \$4,112
- (5) Other administrative and overhead costs. - \$15,752

Improvement Area No. 5 (As of June 30, 2016)

- (1) Facilities, including property. - \$0
- (2) Services. - \$500,000 was transferred to the Great Park Fund for Services
- (3) The costs of bonded indebtedness. - \$0
- (4) The costs of collecting the special tax under Section 53340. - \$1,652
- (5) Other administrative and overhead costs. - \$12,866

Improvement Area No. 6 (As of June 30, 2016)

- (1) Facilities, including property. - \$0
- (2) Services. – N/A
- (3) The costs of bonded indebtedness. - \$0
- (4) The costs of collecting the special tax under Section 53340. - \$0
- (5) Other administrative and overhead costs. - \$1,354

Improvement Area No. 7 (As of June 30, 2016)

- (1) Facilities, including property. - \$0
- (2) Services. – N/A
- (3) The costs of bonded indebtedness. - \$0
- (4) The costs of collecting the special tax under Section 53340. - \$0
- (5) Other administrative and overhead costs. - \$1,354

Improvement Area No. 8 (As of June 30, 2016)

- (1) Facilities, including property. - \$0
- (2) Services. – N/A
- (3) The costs of bonded indebtedness. - \$0
- (4) The costs of collecting the special tax under Section 53340. - \$0
- (5) Other administrative and overhead costs. - \$21,192

(e) For moneys expended for facilities, including property, an identification of the categories of each type of facility funded with amounts expended in each category, including the total percentage of the cost of each type of facility that was funded with bond proceeds or special taxes.

CATEGORY	FISCAL YEAR 2015-2016 EXPENDITURES AS OF JUNE 30, 2016	PERCENTAGE FUNDED WITH BOND PROCEEDS	PERCENTAGE FUNDED WITH SPECIAL TAXES
Street and Storm Drain	\$25,667,152	100%	0%
Crushing and Preparing of Base Material	\$7,352,916	100%	0%
Agua Chinon Drainage	\$3,695,999	100%	0%
Bee Canyon Storm Drain	\$4,420,465	100%	0%
Hike and Bike Trails	\$799,729	100%	0%
Traffic Signals	\$225,225	100%	0%
Streetscape/Landscape	\$4,050,849	100%	0%
Great Park Improvements	\$7,412,369	100%	0%
Wildlife Corridor	\$3,583	100%	0%
Wet Utilities	\$2,332,693	100%	0%
Water Quality	\$4,352,645	100%	0%
Utility Underground	\$9,101	100%	0%
Total	\$60,322,726	N/A	N/A

(f) For moneys expended for services, an identification of the categories of each type of service funded with amounts expended in each category, including the total percentage of the cost of each type of service that was funded with bond proceeds or special taxes.

IMPROVEMENT AREA	FISCAL YEAR 2015-2016 EXPENDITURES AS OF JUNE 30, 2016	PERCENTAGE FUNDED WITH BOND PROCEEDS	PERCENTAGE FUNDED WITH SPECIAL TAXES
IMPROVEMENT AREA NO. 1	\$503,326	0%	100%
IMPROVEMENT AREA NO. 2	\$6,941,743	0%	100%
IMPROVEMENT AREA NO. 3	\$0	0%	0%
IMPROVEMENT AREA NO. 4	\$1,245,214	0%	100%
IMPROVEMENT AREA NO. 5	\$500,000	0%	100%
IMPROVEMENT AREA NO. 6	\$0	0%	0%
IMPROVEMENT AREA NO. 7	\$0	0%	0%
IMPROVEMENT AREA NO. 8	\$0	0%	0%

In accordance with the Amended and Restated Development Agreement, dated December 27, 2010, by and among the City, the Heritage Fields El Toro, LLC and the Irvine Redevelopment Agency, as it may be further amended, Special Tax revenues collected for services are transferred to the Great Park Fund, to be used for services related to the operations and maintenance of the Orange County Great Park.

(g) For moneys expended for other administrative costs, an identification of each of these costs.

IMPROVEMENT AREA NO. 1	FISCAL YEAR 2015-2016 ADMINISTRATION EXPENSES AS OF JUNE 30, 2016
Contract Services	\$24,123
City Administration	\$6,585
Total Other Administrative Costs	\$30,708

IMPROVEMENT AREA NO. 2	FISCAL YEAR 2015-2016 ADMINISTRATION EXPENSES AS OF JUNE 30, 2016
Contract Services	\$5,106
City Administration	\$654
Total Other Administrative Costs	\$5,760

IMPROVEMENT AREA NO. 3	FISCAL YEAR 2015-2016 ADMINISTRATION EXPENSES AS OF JUNE 30, 2016
Contract Services	\$0
City Administration	\$0
Total Other Administrative Costs	\$0

	FISCAL YEAR 2015-2016 ADMINISTRATION EXPENSES AS OF JUNE 30, 2016
IMPROVEMENT AREA NO. 4	
Contract Services	\$14,461
City Administration	\$1,291
Total Other Administrative Costs	\$15,752

	FISCAL YEAR 2015-2016 ADMINISTRATION EXPENSES AS OF JUNE 30, 2016
IMPROVEMENT AREA NO. 5	
Contract Services	\$11,926
City Administration	\$940
Total Other Administrative Costs	\$12,866

	FISCAL YEAR 2015-2016 ADMINISTRATION EXPENSES AS OF JUNE 30, 2016
IMPROVEMENT AREA NO. 6	
Contract Services	\$0
City Administration	\$1,354
Total Other Administrative Costs	\$1,354

	FISCAL YEAR 2015-2016 ADMINISTRATION EXPENSES AS OF JUNE 30, 2016
IMPROVEMENT AREA NO. 7	
Contract Services	\$0
City Administration	\$1,354
Total Other Administrative Costs	\$1,354

	FISCAL YEAR 2015-2016 ADMINISTRATION EXPENSES AS OF JUNE 30, 2016
IMPROVEMENT AREA NO. 8	
Contract Services	\$19,712
City Administration	\$1,480
Total Other Administrative Costs	\$21,192

(h) The annual report shall contain references to the relevant sections of the resolution of formation of the district so that interested persons may confirm that bond proceeds and special taxes are being used for authorized purposes. The annual report shall be made available to the public upon request.

The type of public facilities proposed to be eligible for funding by CFD No. 2013-3, as identified in the resolution establishing CFD No. 2013-3 (the "Resolution of Formation"), shall consist of those items listed below (the "Facilities").

It is intended that CFD No. 2013-3 and each improvement area will be eligible to finance all or any portion of the facilities described in Section 53313.5 of the Act, to be owned and operated by the City or by another

public agency, that shall be constructed, whether or not acquired in their completed states, pursuant to the plans and specifications approved by the City or by another public agency. Facilities authorized to be financed by CFD No. 2013-3 and each improvement area include, but are not limited to, all of the following:

1. Street, road, and parkway improvements, including, but not limited to, right of way acquisition, grading, paving, curb and gutter, median, sidewalks, access ramps, trails, removal and undergrounding of utilities, signing, striping, grinding, traffic control, and seal.
2. Traffic signals.
3. Storm drain improvements, including, but not limited to, mainlines, laterals, catch basins, junction structures, manholes, and local depressions.
4. Sewer improvements, including, but not limited to, laterals, monitoring manholes, manholes, pavement, and striping.
5. Domestic and recycled water facilities, including, but not limited to, water mains, stubs, valves, air vac, blow off, fittings, fire hydrant assembly, thrust blocks, cap, and striping.
6. Water improvements and water features.
7. Parks, park facilities, and parkways.
8. Dry utilities, to be owned by public utilities, including, but not limited to, telephone, electric, gas, relocation of lines, undergrounding, trenching, shading, conduit risers, pullboxes, vaults, and hand holes.
9. Landscaping, amenities, irrigation systems, and plantings.
10. Bridge, thoroughfare, and railway improvements, including, but not limited to, rails, grading, abutments, access ramps, lighting, drainage, utility crossings, sidewalks, trails and right of way acquisition.
11. Water quality treatment systems.
12. Wildlife corridors, including, but not limited to, mass excavations, demolition, and fire service mains and appurtenances.
13. Open space improvements.
14. Runway demolition
15. Property acquisition.

The Facilities shall include the costs of design and engineering, surveys or reports, the cost of traffic-related environmental mitigation and any required landscaping and irrigation, soils testing, permits, plan check and inspection fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing, as set forth in the Acquisition Agreement, dated March 26, 2013, by and between Heritage Fields El Toro, LLC and the City, on behalf of itself and CFD No. 2013-3, which Acquisition Agreement is consistent, as to the categories of costs, facilities, and services to be acquired, with (i) the Amended and Restated Development Agreement, dated December 27, 2010, by and among the City, the Heritage Fields El Toro, LLC and the Irvine Redevelopment Agency, as it may be further amended, and (ii) the Amended and Restated Master Implementation Agreement, dated December 27, 2010, by and between the City and the Heritage Fields El Toro, LLC, as it may be further amended.

CFD No. 2013-3 may also finance any of the following:

1. Bond related expenses, including underwriter's discount, appraisal and absorption study costs, reserve fund, capitalized interest, financial advisor fees and expenses, bond and disclosure counsel fees and expenses, and all other incidental expenses.
2. Administrative fees of the City and the bond trustee or fiscal agent related to CFD No. 2013-3 and any bonds, including but not in any way limited to the cost of a consultant to assist the City with the inspection and coordination of construction of the Facilities.
3. Reimbursement of costs related to the formation of CFD No. 2013-3 advanced by the City, any landowner

in CFD No. 2013-3, or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, any landowner in CFD No. 2013-3 or any party related to any of the foregoing, for facilities, fees, or other purposes or costs of CFD No. 2013-3.

It is intended that CFD No. 2013-3 and each improvement area will be eligible to finance all or any portion of the services described in Section 53313 of the Act (collectively, the "Services").

3.4



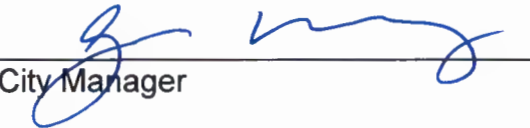
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: 2017 CITY COUNCIL MEETING CALENDAR



City Clerk



City Manager

RECOMMENDED ACTION

Approve the proposed 2017 City Council Meeting Calendar.

EXECUTIVE SUMMARY

Presented for City Council consideration is the 2017 City Council Meeting Calendar (Attachment 1) that includes the proposed rescheduled meeting dates due to conflicts with the Passover and Hanukkah holidays. In addition, the calendar includes proposed cancellation dates (August 22 and December 26) consistent with previous City Council action to cancel or reschedule meetings when holidays and/or vacation schedules conflicted with regular City Council meeting dates.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

Municipal Code § 1-2-101 requires that regular City Council meetings be held on the second and fourth Tuesdays of every month at 4 p.m. When the day for any regular meeting of the City Council falls on a legal holiday, no meeting shall be held on such holiday; but such meeting shall be held at the same hour on the next succeeding day which is not a holiday.

City Council meetings have been rescheduled or canceled when holidays conflicted with regular City Council meeting dates. For example, the second meeting in December has historically been canceled due to the Christmas holiday. In addition, the second meeting in August is typically canceled due to summer vacation schedules.

Staff has identified potential conflicts relative to the Passover and Hanukkah holidays as follows:

Passover April 11-18 (begins sundown on April 10)	April 11 City Council Meeting
Hanukkah December 13-20 (begins sundown on December 12)	December 12 City Council Meeting
Christmas December 25 (holiday closure is Dec. 25 & 26)	December 26 City Council Meeting

Based on these potential conflicts, staff is recommending the following:

- 1) Reschedule the April 11 City Council meeting to Tuesday, April 4.
- 2) Reschedule the December 12 meeting to Monday, December 11.

In remaining consistent with past practice, staff is also recommending that the City Council cancel the August 22 and December 26 City Council meetings. While the proposed calendar is meant to memorialize the proposed 2017 City Council meeting dates, the City Council may cancel or add additional meetings at any time in accordance with Municipal Code and State regulations.

ALTERNATIVES CONSIDERED

The City Council may amend the 2017 City Council Meeting Calendar and provide alternative direction.

FINANCIAL IMPACT

There is no financial impact associated with the 2017 City Council Meeting Calendar.

REPORT PREPARED BY: Molly McLaughlin, City Clerk

ATTACHMENT

Attachment 1: 2017 City Council Meeting Calendar

2017 Meeting Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10 CC	11	12	13	14
15	16 H	17	18	19	20	21
22	23	24 CC/GP	25	26	27	28
29	30	31				

February						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14 CC	15	16	17	18
19	20 H	21	22	23	24	25
26	27	28 CC/GP				

March						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14 CC	15	16	17	18
19	20	21	22	23	24	25
26	27	28 CC/GP	29	30	31	

April						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11* CC	12	13	14	15
16	17	18	19	20	21	22
23	24	25 CC/GP	26	27	28	29
30						

May						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9 CC	10	11	12	13
14	15	16	17	18	19	20
21	22	23 CC/GP	24	25	26	27
28	29 H	30	31			

June						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13 CC	14	15	16	17
18	19	20	21	22	23	24
25	26	27 CC/GP	28	29	30	

July						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4 H	5	6	7	8
9	10	11 CC	12	13	14	15
16	17	18	19	20	21	22
23	24	25 CC/GP	26	27	28	29
30	31					

August						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8 CC	9	10	11	12
13	14	15	16	17	18	19
20	21	22 CC/GP	23	24	25	26
27	28	29	30	31		

September						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4 H	5	6	7	8	9
10	11	12 CC	13	14	15	16
17	18	19	20	21	22	23
24	25	26 CC/GP	27	28	29	30

October						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10 CC	11	12	13	14
15	16	17	18	19	20	21
22	23	24 CC/GP	25	26	27	28
29	30	31				

November						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10 H	11
12	13	14 CC	15	16	17	18
19	20	21	22	23 H	24 H	25
26	27	28 CC/GP	29	30		

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12* CC	13	14	15	16
17	18	19	20	21	22	23
24	25 H	26 H	27	28	29	30
31						

CC: City Council – 4pm (2nd & 4th Tue)
 GP: Orange County Great Park – 2pm (4th Tue)
 *Alternate Meeting Date Proposed

Meeting Dates
Proposed Alternate Meeting Date
Proposed Cancellation
Holidays

ATTACHMENT 1

3.5




REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 24, 2017

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



Director, Orange County Great Park



City Manager

RECOMMENDED ACTION

1. Authorize the Mayor to sign a contract amendment with AECOM, Inc. in the amount of \$650,000 for urban design and planning services related to planning for the Cultural Terrace.
2. Approve a budget adjustment appropriating funds in the amount of \$650,000 from the Orange County Great Park Fund 180 unallocated fund balance to the City Manager's Office Great Park Section 020 budget for Design Coordination Services (as described in recommendation 1).
3. Approve a budget adjustment appropriating funds in the amount of \$50,000 from the Orange County Great Park Fund 180 unallocated fund balance to the City Manager's Office Great Park Section 020 budget for Engineering Support Services related to planning for the Cultural Terrace.

EXECUTIVE SUMMARY

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

This staff report recommends that, in lieu of those joint studies, the City press forward by independently commissioning a comprehensive planning analysis of the Cultural Terrace,

creating an actionable plan that could serve as the foundation for the next steps in the development of the Great Park. That analysis could serve as the basis for attracting private investment, initiating requisite environmental review and entitlement, and assisting in ongoing City-wide capital planning.

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

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

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

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

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

History of the Cultural Terrace

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

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

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

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

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

The Board also designated a short list of priority uses:

- Amphitheatre
- Lake
- Library
- Museums

The Board also discussed the need for fiscal and budgetary analysis as part of future planning for the Cultural Terrace. The Board's designation of priority uses did not rise to the level of binding land use decisions, but it did provide general direction for further evaluation through the Joint Studies process.

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

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

Benefits of Cultural Terrace Planning

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

- Attracting private investment. A conceptual master plan for the Cultural Terrace creates a tangible vision that can be used to develop partnerships with the private sector. Whether the potential partnership is with a non-profit museum endowment or a master developer interested in developing the entire district, the plan is a powerful tool to catalyze investment interest.
- Informing City capital planning. A conceptual plan is an important first step in developing a budget, as well as options for the phasing of construction and timing of City investment. These options would be structured to ensure that the plan for the Cultural Terrace is scaled to available current and future financial resources. Gaining an early understanding of the estimated budget and potential phasing options will

inform broader ongoing City-wide capital planning efforts that may draw from the same funding sources.

- To allow for initiation of environmental review. Developing a conceptual master plan is important to provide the next level of detail regarding potential uses at the Cultural Terrace, including the siting and sizing of buildings, pedestrian and road circulation, and parking. These details then form a Project Description, the first step required in an environmental review under CEQA.
- To evaluate economic viability. The planning process would include an evaluation of market and economic viability to assist in the selection and sizing of the various potential facilities and amenities. This will help ensure a disciplined and efficient process through which resources are directed towards the planning of amenities that maximize value to the community.

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

The Planning Process

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

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

The Cultural Terrace plan would have three primary components:

1. Market and Economic Evaluation

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

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

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

2. Conceptual Design Plan

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

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

- Site plans for the Cultural Terrace with building locations, roadway and pathway circulation, including sections and diagrams

- Framework for special places and open spaces
- Illustrative plan and character images
- Landscape architecture
- Infrastructure plan
- Phasing plan
- Implementation plan
- Draft project description for CEQA

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

3. Budget and Implementation Plan

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

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

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

Timeline

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

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

Golf Course Alternatives

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

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

Contracting and Funding

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

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

ALTERNATIVES CONSIDERED

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

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

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

FINANCIAL IMPACT

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

REPORT PREPARED BY

Stephen Torelli, Management Analyst I

ATTACHMENTS:

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



ALA II SECTION 9 (a) (b)

EXECUTION COPY

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

9. Additional Payments to City.

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

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

10. Insurance.

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

HERITAGE FIELDS EL TORO, LLC

25 Enterprise, Suite 300
Aliso Viejo, California 92656

February 22, 2016

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

Dear Mr. Tolles:

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

Sincerely,

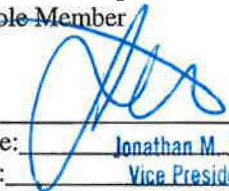
HERITAGE FIELDS EL TORO, LLC,
a Delaware limited liability company

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

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

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

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

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

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



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

Cultural Terrace Study Scope of Work

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

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

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

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

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

Approved Consultants and Key Components

Study Areas	Approved Consultants
Civil Engineers	Hunsaker Michael Baker International IN8 Specialists
Dry Utilities	Morrow Management
Geotechnical	Engeo
Landscape/Overall Park Planning	Valley Crest
Parking, Circulation, Transit, Alternative Transportation	Mobility Group
Traffic Engineering	LSA
Train Station, Engineering, and Interface	JL Patterson & Associates
Acoustics/Sound Transmission Evaluation	Charles Salter Associates
Library, Community, Multicultural Center	Demmers Library Consulting
Lake/Water Element	Carollo
Technology Systems	Dutto & Partners
Sustainability	Sherwood
Museum Consultant	Howard Lovering
Planning Consultants	AECOM Gensler
Fiscal Impact and Budget Analysis	AECOM Kosmont Companies
Cost Estimator	Rider Levett Bucknall, Ltd.



November 17, 2016

VIA FACSIMILE AND REGULAR MAIL

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

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

Dear Pete,

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

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

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

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

Very truly yours,



LJ Edgcomb

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

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

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

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

(Signatures follow on next page)

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

CITY OF IRVINE

AECOM TECHNICAL SERVICES, INC.

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

By: _____
JOHN ROBINETT
Its: SENIOR VICE PRESIDENT
AECOM

By: _____
Sean Joyce
Its: City Manager

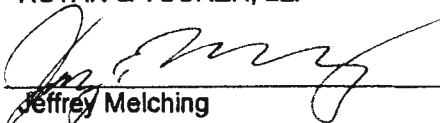
By: _____
Its: _____

By: _____
Donald P. Wagner
Its: Mayor

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP



Jeffrey Melching

EXHIBIT I

Master Plan the Cultural Terrace, including:

- Market and Economic Evaluation
 - Conduct analysis of market feasibility for proposed uses and sites
 - Provide benchmarking for comparable facilities nationally
 - Evaluate the competitive environment and review economic profiles of potential components, community needs, and City goals
 - Complete a report, detailing the results of this study, to include: resident and tourist markets, growth rates, demographics and other demand characteristics, and how they affect deployment of market suitable projects and spaces.

- Design Planning
 - Evaluate and recommend placement of elements within the Cultural Terrace District
 - Develop plans for infrastructure, landscape architecture and phasing
 - Develop of the Cultural Terrace physical layout plans
 - Build a framework of districts and special places, siting of building elements, pedestrian and vehicle circulation, access, parking, and interfaces with surrounding uses and spaces.
 - Create an illustrative plan and character images, and develop landscape architecture plans, an infrastructure plan, a phasing plan, an implementation plan, and a draft project description for CEQA.

- Budget and Implementation Planning
 - Provide options for phasing, investment and public private partnerships
 - Develop a comprehensive budget of costs for the plan to include demolition, infrastructure, grading, construction and landscaping
 - Produce a report including the associated pro-forma budgets, and graphically illustrate alternatives for investment and timing for the site

AGREEMENT FOR CONTRACT SERVICES

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

PART I

FUNDAMENTAL TERMS

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

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

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

D. Party Representatives:

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

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

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


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

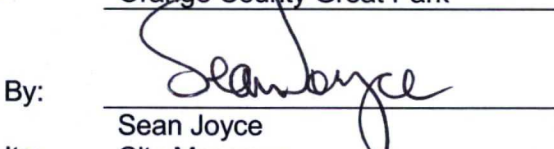
- F.1. Part I: Fundamental Terms
- F.2. Part II: General Provisions
- F.3. Part III: Special Provisions
- F.4. Part IV: Scope of Services
- F.5. Part V: Budget

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


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

CITY OF IRVINE

By: 
Its: Michael D. Ellzey
Assistant City Manager
Orange County Great Park

By: 
Its: Sean Joyce
City Manager

Attest:

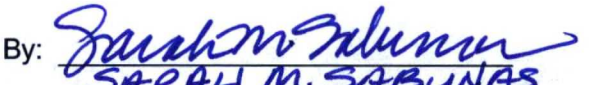
By: 
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP


Todd O. Litfin

AECOM TECHNICAL SERVICES, INC.

By: 
Its: RICHARD MATALLANA
VICE PRESIDENT

By: 
Its: SARAH M. SABUNAS
ASSISTANT SECRETARY

Contractor Information

Address for Notices and Payments:
515 S. Flower Street
Los Angeles, CA 90071

Attn: Robert Holmquist
Telephone: (818) 523-6340
FAX: ~~(714) 567-2760~~ 213-330-7277
Email:
Robert.Holmquist@aecom.com

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

1.7 Identity of Persons Performing Work.

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

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

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

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

SECTION TWO: INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certificate Holder:

City of Irvine, California
c/o: CertsOnly-Portland@Ebix.com

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

Additional Insured Endorsements shall not:

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

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

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

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

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

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

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

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

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

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.17 Conflicts of Interest.

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

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

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

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

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

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

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

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in

excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

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

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

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

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

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

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

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

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

Part III
Part II
Part IV
Part V
Part I

PART III
SPECIAL PROVISIONS

- 1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

- 2) **Living Wage Ordinance.** The City of Irvine has adopted a Living Wage Ordinance (the "Ordinance") that requires contractors who enter into a contract with the City to provide services with an estimated value of one hundred thousand dollars (\$100,000) or more for any consecutive twelve-month period to comply with the requirements of the Ordinance (reference Appendix A). Contractor shall notify the City in writing if the aggregate value of multiple contracts with the City, including amendments to this Agreement, total \$100,000 or more. Any subcontractor(s) performing work on the Agreement shall also be subject to the requirements of the Ordinance. The current living wage and benefit factor rates are posted on the City's website at www.cityofirvine.org/purchasing. To view the rates, along with other living wage information, click on the "Living Wage Information" link.

Contractors are required to submit a completed Declaration of Compliance - Living Wage Ordinance form (included herein as Appendix B) with their completed contract documents.

The following Living Wage Ordinance information documents are also included: Living Wage Guide (Appendix C); Living Wage Comparable Benefits Summary (Appendix D); and the required Notice to Employees (Contractor Responsibility/Employee Rights) (Appendix E).

- 3) **PART II, GENERAL PROVISIONS, Section 1.8 Prohibition Against Subcontracting or Assignment is modified by adding the following:**

The City shall allow the use of subcontractors provided they are delineated at the time of proposal submittal, or at the time of project award if expressly included in the project proposal. Contractor shall disclose in the project proposal any and all proposed subconsultants, including details regarding which tasks they would perform.

- 4) **PART II, GENERAL PROVISIONS, Section 2.1.1, Section D. Professional Liability Insurance, is replaced with the following:**

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed. Contractor shall retain its Professional Liability Insurance in full force and effect for a minimum period of three (3) years after completion of any project performed hereunder.

5) **PART II, GENERAL PROVISIONS, Section 2.2 is replaced with the following:**

2.2 Indemnification. Contractor shall, to the fullest extent permitted by law (including without limitation California Civil Code Sections 2782 et seq.), defend (with legal counsel reasonably acceptable to the City), indemnify and hold free and harmless the City and City Personnel (collectively, the "Indemnitees") from and against any and all claims, losses, costs, damages, injuries (including without limitation injury to or death of Contractor or Contractor's officers, agents, employees, representatives)(collectively, the "Contractor Entities"), expenses and liabilities of every kind, nature and description (including without limitation incidental damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, the negligence, recklessness or willful misconduct of Contractor, any of the Contractor Entities, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, "claims or liabilities").

2.2.1 Such obligation to defend, hold harmless and indemnify any 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.

PART IV
SCOPE OF SERVICES

Services shall be performed as set forth below and in accordance with ATTACHMENT I.

PROJECT TASKS

Contractor shall complete the following primary tasks:

- Represent the City in the design review of the 688 acres of parks, including:
 - Attend Design Review Meetings
 - Review Concept, Preliminary, and Final Construction Documents
 - Serve as a design partner to City staff in park development to ensure consistency in design elements
 - Provide presentations to the Orange County Great Park Board of Directors and City Council
 - Review submittals
 - Collaborate with City staff and representatives of FivePoint Communities
- Master Plan of Cultural Terrace, including:
 - Participate as design representative for the City in Cultural Terrace design study
 - Attend and participate in meetings on behalf of the City of Irvine
 - Represent City in development of conceptual plans
 - Provide presentations to the Orange County Great Park Board of Directors and City Council
 - Collaborate with City staff and representatives of FivePoint Communities
- Adjacent Landowner Development Plans, including:
 - Attend meetings, as requested
 - Review Concept and Preliminary Plan Documents, as requested
- Orange County Great Park Development Plans (outside the 688 acres)
 - Attend Design Review Meetings
 - Review Concept, Preliminary, and Final Construction documents
 - Serve as a design partner to City staff in park development to ensure consistency in design elements
 - Participate in presentations to the Orange County Great Park Board of Directors and City Council, as requested
 - Review submittals
 - Collaborate with City staff and representatives of FivePoint Communities
- Other similar services as may be requested by City.

PART V

BUDGET

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

Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein shall not exceed **\$290,000**, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

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

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order. The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to:

invoicesubmittal@cityofirvine.org

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

Pricing shall remain firm for the entire initial term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description:

Architectural Consulting Services for the Orange County Great Park

WORKERS' COMPENSATION DECLARATION

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

(CHECK ONE APPLICABLE BOX BELOW)

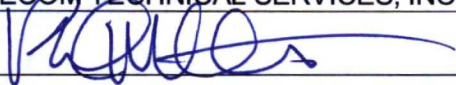


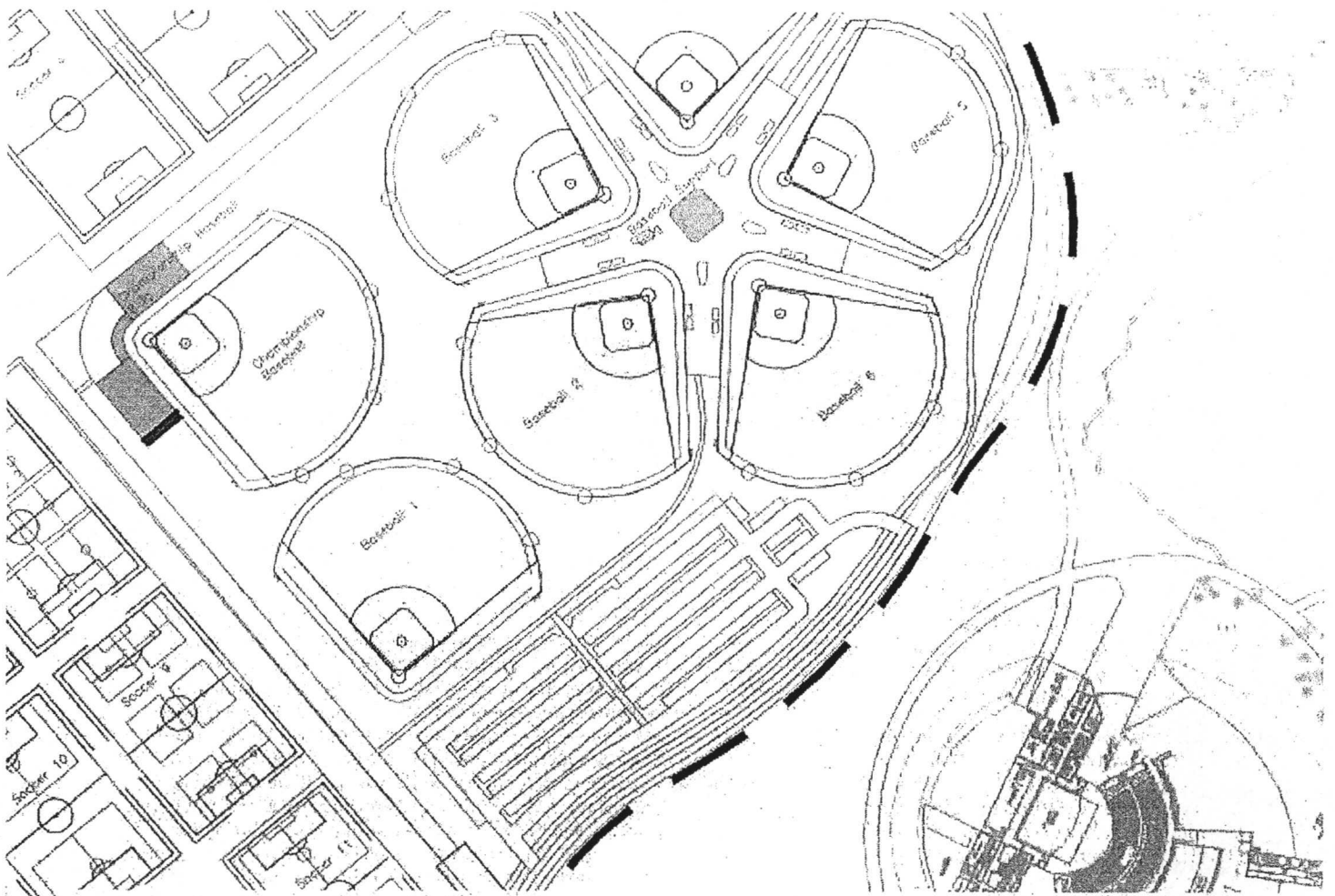
I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.



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

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

Dated:	1/6/2015
Contracting Firm:	AECOM TECHNICAL SERVICES, INC.
Signature:	
Title:	VICE PRESIDENT
Address:	515 S. Flower Street, Los Angeles, CA 90071



03 PROJECT APPROACH + METHODOLOGY



Source: Orange County Great Park Improvement Area Concept Plans and Programming Document

APPROACH + METHODOLOGY

A COLLABORATIVE DESIGN PARTNER

The City of Irvine (City) has requested a proposal to establish a contract for Architectural Consulting Services for the Orange County Great Park, with work to commence on or about August 7, 2014, and be completed on June 30, 2015. This eleven month time frame can be extended for up to four (4) additional one (1) year periods. It is assumed that the selected consultant will be allowed to annually escalate their rates based on normal escalations in the consulting marketplace.

The City seeks to obtain an architect who has a supporting team of staff and a landscape architect subconsultant or staff member to assist the City in maintaining the vision established by the Orange County Great Park Board of Directors.

The selected firm will also serve as a key design consultant partner to City staff in the development of land outside the 688 acres park. This includes leading the development of a cultural terrace design study, coordinating with other stakeholders in park development, and serving as staff's overall design representative.

Task 1: Represent the City in the design review of the 688 acres Great Park:

AECOM's team of design specialists will be led by Robert Holmquist, the Project Manager. Robert will be the Primary Contact between the City and AECOM. Robert has extensive experience in the Project Managing the design of Parks, having worked for Walt Disney Imagineering for 13 years, and having been the Owner's Advocate for the Rose Bowl's \$168.8 M Renovation and Improvement Project. More about Robert can be found in the Experience/Qualification Section of this Proposal.

Robert will set the Approach and Methodology for AECOM's engagement by first understanding the history of the Great Park Designs and then by interviewing Key Stakeholders from the City and elsewhere to gain firsthand knowledge of how the City wants the vision established by the Board of Directors expressed. A

Kick-Off Meeting with the various Stakeholders may be necessary so as to get all the Stakeholders on the same page regards design intent, budget, and schedule expectations. Robert's Design Leads for Architecture, Urban Planning, Landscape, and the major Engineering disciplines, all of which reside in-house, will take part in the Kick-Off Meeting.

As designs mature through their life cycles; Concept, Preliminary and Final Construction Documents, a design review will be held at the end of each phase. Robert will issue the drawings to his "Leads" who in turn will review them. Prior to review Robert will insure that his Leads understand the Stakeholders' desires for the design elements and will insure that all Leads have the proper design standards to review the drawings against. The individual Leads will bring their comments to a Design Review meeting where all comments will be discussed then consolidated onto a single set of drawings. Included with the marked up set of drawings will be a drawing log with comments number and appropriate action assigned. This log will be the tool for ensuring that comments/revisions are incorporated back into the drawings. A copy of the marked up drawings and the drawing log will be issued back to City Staff, as directed by City Staff. In this way Robert will ensure consistency in design elements.

Task 2: Master Plan of Cultural Terrace:

Robert and his Design Leads will participate, as City design representatives, in the design of the Terrace. They will attend and participate in all design meetings on behalf of the City and will ensure that the collective City Stakeholder's Vision for the Terrace is incorporated into its design. This will most likely require participation by Robert and his Leads in multiple Visioning Charrettes. This will also require collaboration with FivePoints Communities Team who are developing residential, retail and employment opportunities. Robert will ensure that the "Designers of Record" use that latest 3D tools so that presentations to City Staff, the Great Park Board of Directors, and The City of Irvine City Council are well understood. During these presentations Robert will ensure that comments are solicited, collected, documented, and responded to in a timely fashion.

ATTACHMENT I



Task 3: Review Park Adjacent Landowner Development Review Meetings:

As requested by City Staff, Robert will attend meetings and review plans issued by park neighbors. Prior to attending any of these meetings Robert will meet with City Staff to ensure that he and his team understand the Stakeholder's desires and any potential concerns regarding the design. Robert will ensure that meeting minutes or, similar to Task 1, a copy of marked up drawings and a drawing log with comments/recommendations are issued back to City Staff.

Task 4: Orange County Great Park Development Plans Outside of the 688 Acres:

In a similar fashion to Task 3, but not "Adjacent", AECOM will, as directed by City Staff, attend meetings, review plans, and participate in Board of Director, City of Irvine City Council meetings, and meetings with the FivePoints Communities Team. Robert will attend, by himself, or will be accompanied by the required Design Lead(s). Robert will ensure that meeting minutes or, similar to Task 1, a copy of marked up drawings and a drawing log with comments/recommendations are issued back to City Staff.

For all work, AECOM staff will require Robert's approval before commencing work. Robert will ensure that all invoices are properly vetted and coded before submitting to City Staff for payment.

Effective Project Management:

In order to keep the Great Park Project on moving forward, as planned, the work will require proper Scheduling and Budgeting. Robert, a Certified Project Manager, will ensure that these two items are being executed by the responsible parties.

Effective Scheduling:

An effective schedule will have these features:

- Easily communicated
- Flexible – easy to update and change
- Has the commitment of the Project Team
- Is maintained on a calendar basis and relates every task to a certain date
- Forces completion of work to meet early deadlines
- Includes time for conducting reviews and for correcting findings
- Correlates all project activities, including those of other offices and subconsultants
- Includes tasks that might be required beyond the contractual due date
- Is simple and presented in a logical graphic format that is easily understood.

For these features, we suggest employing two types of schedules; a Critical Path Method (CPM) Schedule and Wall Schedules.

CPM Scheduling Technique:

There are six basic steps involved in the CPM technique:

1. Develop the Work Breakdown Structure (WBS) task outline
2. Establish the relationship between tasks
3. Complete the network diagram
4. Add task durations
5. Create the CPM Schedule
6. Determine the Critical Path

ATTACHMENT I

Today's most powerful tool for doing this is Primavera P6. CPM most common terms include:

Duration: The length of time required to complete an activity assuming all prerequisites have been completed and estimated manpower is available.

Earl Start: The earliest date that the necessary prerequisites can be completed for a task to begin.

Early Finish: The earliest date that a task can be completed.

Late Start: The latest date that an activity can begin and still not affect the overall project completion date.

Late Finish: The latest date that an activity can be completed and still not affects the overall project completion date.

Free Float: the length of time (in days) that a task can be delayed and still not affect the start or finish of the other tasks.

Total Float: The length of time (in days) that a task can be delayed and still not affects the overall project completion date.

Full-Wall Scheduling Technique:

Wall Scheduling or, as it is also known, Full-Wall Scheduling, is a somewhat simple technique, but it has definite advantages since it involves the entire project team. For larger projects, it brings together the Client, Subconsultants, and even Review Agencies with the single purpose of finalizing the project schedule. If the schedule is developed using this technique, everyone understands it better and is usually fully committed to its success. (This would be an excellent tool to use during the Visioning Charrette.)

Wall Scheduling will require a certain amount of advance planning and discipline by the project manager, but when everyone is brought together, conflicts are identified early, discussed, and resolved.

CPM and Wall Scheduling together will yield the following results:

CRITERIA	CPM SCHEDULE	WALL SCHEDULE
Ease of Communication	Poor	Excellent
Cost to Prepare	High	Moderate
Cost to Update	High	Moderate
Degree of Control	Excellent	Good
Applicable to large projects	Excellent	Good
Commitment of Project Team	Fair	Excellent
Client Appeal	Good	Excellent

Effective Budget Control:

Budget control can be maintained via our AMPS (AECOM Major Projects System, if that is something the City desires. AMPS is based on Oracle Primavera P6 software and Meridian Proliance and is designed as a single-source solution for the management of large capital programs. The system enables all program information to be tracked under a single platform, enabling user to maintain control over all facets of the project according to ISO 9001 compliant procedures.

7. Winest (Estimating)
8. Proliance (Capital Program Management by Meridian)
9. ProjectWise V8i (Information Management)
10. Cognus (Data Processing)
11. Modelogix (Estimating)
12. Vicosoftware, Integrating Construction (5D virtual construction software)
13. SketchUp (Easy drawings)
14. Tekla (Structures)
15. Prologic> Mobile
16. Navisworks (3D model review tool from Autodesk)
17. Revit (BIM Modeling software from Autodesk)

The biggest risks of schedule a budget overruns are:

- Poorly defined scopes, schedules and budgets at the beginning of the project.
- Insufficient time scheduled for reviews or for the corrections of changes that invariably follow any review.

ATTACHMENT I

- Making sure the Client understands his or her role in keeping the project on track. Schedule time for Client activities.
- Build contingency plans for worst-case scenarios. Use the CPM Schedule to locate float time to make up for tasks that are delayed or starting or not completed on time.
- Making sure the technical staff is indeed available and prepared to work on the job.
- Scheduling adequate time for Agency and Private Utility Company review as well as adequate time to make any changes associated with these reviews.
- Make sure the plan allows enough time for the not-so-obvious tasks like phone calls, meetings and community coordination.
- Have contingency plans for when things don't go according to plan.
- Schedule enough Time and Budget for Project Close Out Activities.
- Make sure the entire project team has seen, understood, and agreed the schedule.
- Finally, never make the dangerous assumption that all activities in the schedule are under singular control. It will take leadership and many people to accomplish this project.

Robert will ensure that these items are addressed by the responsible individuals/firms.

Risk Management:

It is best to manage all risk via a Project Risk Management Plan. The Plan would provide:

- Documentation of the procedures to be used to manage risks
- Identification of the person(s) responsible for managing various areas of project risk
- Contingency plans to be implemented as adverse situations occur.
- Certain elements of the Project should always be examined closely. Some such elements are:
 - Safety aspects of design and construction
 - The nature of the project (Heavy lifting into a deep foundation)
 - The team members capabilities and experiences

- Specific City of Irvine Defined Attributes (Health, Safety, Security, Quality, Maintenance and Operation Costs, Financial Soundness of the Project, Impact on the Environment, Communication and Community Engagement/Commitment)
- Construction industry factors
- Permitting factors
- Agency and Utility Provider factors
- Contact provisions
- Consultants
- Proposed project schedule
- Project logistics

A Risk Management Plan addressing these items is something extra that AECOM can create and monitor at City Staff's request.

Outreach:

Often Clients provide Outreach Services via internal resources or via contracts with external Outreach Specialist for the purpose of scheduling, organizing, and managing Public Meetings. If City Staff is not providing this service AECOM can. We have included Ms. Liz Drake's Bio and Resume for your consideration.

Managing scope changes:

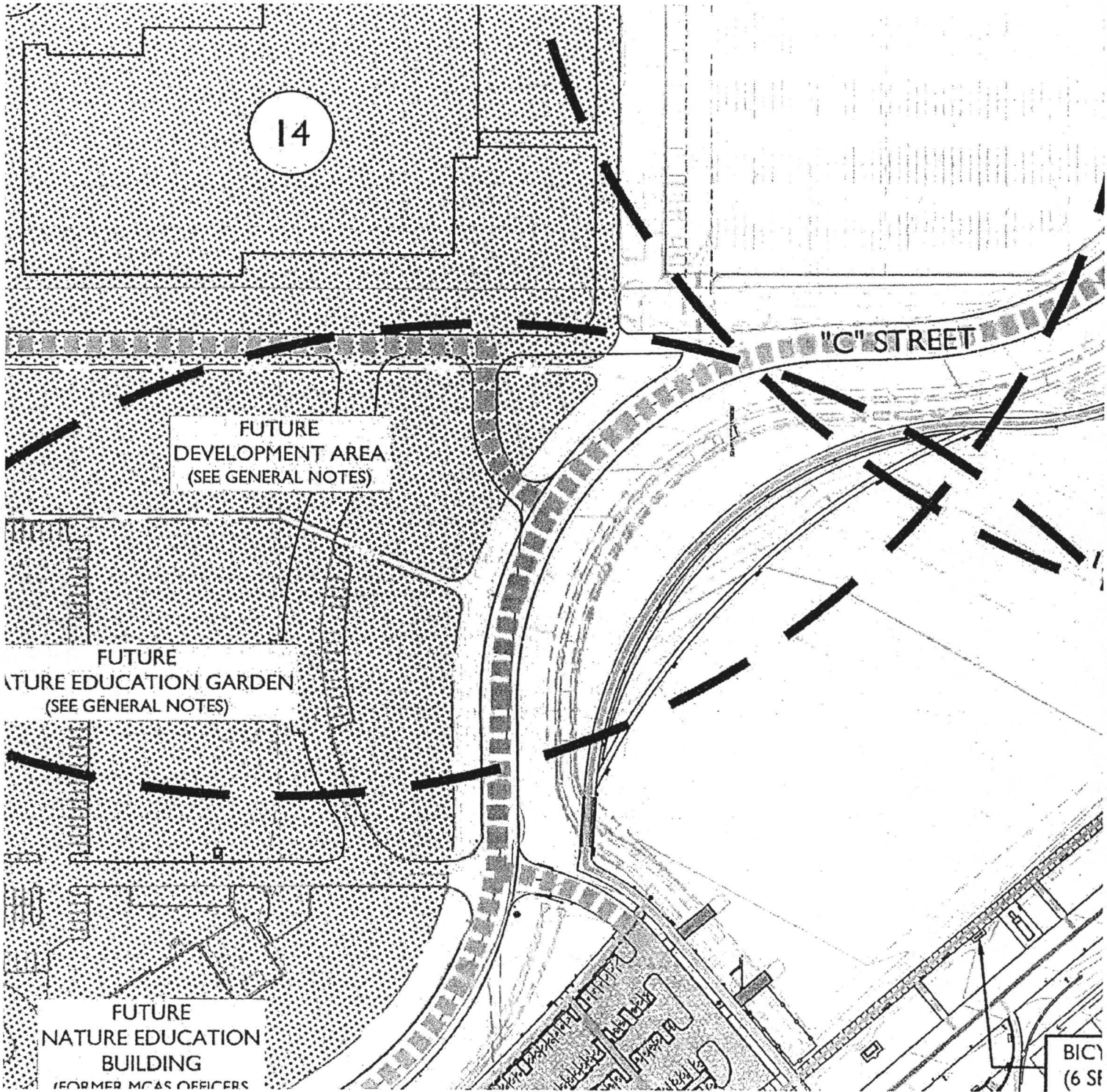
Nearly every project will undergo changes before it is completed. These changes are usually associated with scope of work or schedule revisions. All project personnel, not just the Project Manager, share in the responsibility to rapidly identify any activities that may result in a change of scope. Such activities should be discussed and identified as early as possible at which point they become the responsibility of the Project Manager.

It is extremely important that the scope of work changes be discussed with the Client prior to performing the work. The Project Manager should prepare a scope of work and cost estimate for the changes. The client should review, approve, and authorize the supplement to the contract.

For purposes of project accounting, the Project Manager should prepare the necessary forms to assign activity and tasks numbers and define the budget for the supplemental work. The project schedule should be changed to include the additional work. Impact on project milestones and deadlines should be adjusted appropriately.

Robert will be managing Scope Changes that may arise against the AECOM Scope of Work. If City Staff want AECOM to monitor and report Scope Changes against the entire Great Park Project that can be added to AECOM's Scope of Work, as directed by City Staff.

ATTACHMENT I



PRICING INFORMATION

As specified in the City's Request for Proposals, we have provided individual hourly rates for each key team member proposed. As an AECOM best practice, our team's dedicated Design Advisors are contributing input as described in the proposal at no additional cost to the

City. If additional tasks should be requested, an hourly rate range for our Design Advisors has been provided. Additional clarification has been provided in a summary below our rate chart.

Project Role	Team Member	Hourly Rate
Project Manager		
Design Representative	Robert Holmquist	\$295
Technical Leads		\$200-\$265
Architecture	Peter Zellner	\$255
Landscape Architecture	Yunsoo Kim	\$205
Masterplanning	Wendy Yang	\$230
Transportation	Steve Greene	\$255
Watershed Management	Mark Williams	\$200
Civil Infrastructure	Timothy Joyce	\$265
Economics	John Robinett	\$265
Cost Consulting	Philip Mathur	\$265
Technical Specialists		\$165-195
Architecture Code Compliance	Rajan Pradhan	\$180
Landscape Construction	Harry Clarke	\$175
Utility Coordination	Brian Smith	\$185
Outreach	Liz Drake	\$165
Senior Technical Support		\$150
Technical Support		\$120
Design Advisors		\$300-\$350

Notes:

1. No travel costs will be charged to the project per the City's request in the RFP.
2. Design Advisors are providing high level input at no cost for the roles noted in this proposal. Should specific tasks in addition to these roles be requested by the City, time will be billed at the hourly rate listed.
3. Billing rates to be adjusted annually.
4. All printing and presentation materials will be billed at cost without mark-up. A fixed budget can be agreed with the City once the extent of work is finalized.

Appendix A

CITY COUNCIL ORDINANCE NO. 07-15

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

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

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

Division 6. Living Wage Requirements

Section 2-6-101. Title and Purpose.

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

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

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

Section 2-6-102. Findings.

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

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

C. The use of City funds to create living wage jobs will decrease poverty, increase consumer income, invigorate community businesses and reduce the need for taxpayer-funded social service programs.

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

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

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

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

Section 2-6-103. Definitions.

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

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

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

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

(d) "Covered employee" means (1) any employee whose services fulfill the Contractor's contractual obligations for contracts with the City that are subject to this division and (2) any other employee of the

Contractor who performs a majority of his or her services within Orange County. Additionally, bona fide volunteers shall not be considered "covered employees."

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

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

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

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

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

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

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

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

for notifying and ensuring compliance with these requirements by subcontractors retained by Contractor to perform any or all of the functions covered by the contract.

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

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

Section 2-6-107. Exceptions.

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

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

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

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

(1) Review, investigate and/or maintain records of complaints alleging that the Contractor has violated the requirements of this division.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Reasonable attorneys' fees and costs.

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

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

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

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

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

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

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

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

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

CITY CLERK OF THE CITY OF IRVINE

AFFIDAVIT OF POSTING

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

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

- 1) Bulletin Board in Walnut Village Shopping Center, Culver and Walnut, Irvine.
- 2) Bulletin Board in University Park Shopping Center, Culver at Michelson, Irvine.
- 3) Bulletin Board in Northwood Shopping Center, Irvine Boulevard at Yale, Irvine.

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

CITY CLERK OF THE CITY OF IRVINE

(Signed document on file with City Clerk's Office)

Appendix B

DECLARATION OF COMPLIANCE Living Wage Ordinance

Name of Contractor AECOM TECHNICAL SERVICES, INC.
Type of Service Architectural Consulting Services for the Orange County Great Park

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

1. I have read and understand the requirements set forth by the City's Living Wage Ordinance (the "Ordinance") that has been provided by the City of Irvine ("City") in connection with the City's request for proposals or other invitation or solicitation for the performance of services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with all of the requirements specified in the Ordinance. As required by the Ordinance and while under any City contract subject to the Ordinance, I agree to pay no less than the minimum compensation, including the benefit factor rate as applicable, to all "covered employees" as that term is defined by the Ordinance.
3. If the amount of this City contract is less than one hundred thousand dollars (\$100,000), then as a condition of receiving this contract, I agree to notify the City in writing if the aggregate value of multiple City contracts covered by the Ordinance, including amendments to this contract, is one hundred thousand dollars (\$100,000) or more within any consecutive 12-month period.
4. I acknowledge and agree that the Ordinance, and this Declaration, shall constitute part of the City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
5. I further acknowledge and agree that any violation of the Ordinance constitutes a material breach of City contract, and that if such a breach occurs, the City may avail itself of any or all of the remedies for violations that are provided by the Ordinance.
6. I acknowledge and understand that retaliation and/or discrimination against any employee making a complaint to the City, asserting his or her rights or assisting another employee in making a complaint, constitutes a violation of the Ordinance. In addition, I understand that violated employees may seek any or all of the remedies that are provided by the Ordinance.
7. If requested by the City, I agree to promptly submit certified payroll and/or benefits documents to the City for my firm and/or subcontractor(s) as requested by the City, and shall take any other steps as may be required by the City to ensure that my firm and my subcontractor(s) have complied with the Ordinance. The documents requested may include, but are not limited to, covered employee timesheets, gross pay calculations, pay registers, cancelled checks, medical and dental insurance invoices, paid time off policies, and other related payroll or benefit documents.

8. I agree to require all subcontractors who I retain to perform any or all of the work or services covered by this contract to comply with the requirements of the Ordinance, and I shall include the requirements of the Ordinance in all subcontracts covered thereby.
9. I agree to post in a conspicuous place, as required by State and Federal laws for other notices to employees, a notice informing covered employees of their rights under the Ordinance and a notice of potential Federal Earned Income Tax Credit (EITC) eligibility for covered employees.
10. I have received the "Living Wage Guide" from the City, explaining the specific requirements of the Ordinance in detail.
11. I agree to defend, indemnify, and hold harmless the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorneys' fees) or other liabilities of any kind arising from any violation of the City's Living Wage Ordinance, by my firm or by any subcontractor retained by my firm to perform work or provide services under the City contract.

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


Signature of Authorized Representative Date: 1/6/2015
Date: (Month/Day/Year)

Print Name: RICHARD MATA LLANA

Title: VICE PRESIDENT



Appendix C

City of Irvine Living Wage Guide

Living Wage Description

What is the City of Irvine's Living Wage Ordinance?

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

Current hourly and benefit factor rates, along with other Living Wage Ordinance information, is available on the City of Irvine web site at www.cityofirvine.org. Click on the "Doing Business" tab at the top of the screen, and then select "Living Wage Info."

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

Contractors and Contracts Subject to the Living Wage Ordinance

Which Contractors are subject to the Living Wage Ordinance?

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

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

Which contracts are subject to the Living Wage Ordinance?

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

Employees Covered Under the Living Wage Ordinance

Who is a "covered employee"?

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

Are both part-time and full-time employees covered under the Living Wage Ordinance?

The City does not provide health benefits or paid time off for City employees working less than 30 hours per week on average. Accordingly, there is no current requirement for a Contractor to pay a “benefit factor rate” for its part-time employees who work less than 30 hours a week on average.

Compensation Required Under the Ordinance

What base hourly rate must I pay “covered employees”?

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

What if my employees are under a collective bargaining agreement or if I am paying my employees prevailing wages?

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

What minimum health and paid time off benefits are offered to City employees?

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

What if I don’t offer my employees comparable health and paid time off benefits?

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

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

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

How is the benefit factor calculated and how often is it updated?

The methodology for calculating the benefit factor is based on the actual cost to the City for providing those benefits to employees. **The rate is updated as benefit costs change, generally in July of each year.** All rate changes will be posted on the City’s web site. Contractors are responsible for monitoring all changes and for notifying their subcontractors of the changes.

How do I calculate the benefit factor I am currently paying my employees?

Take the total annual cost you pay, or offer to pay, as the employer for the benefits offered to your employees including health insurance and paid time off benefits, and then divide by 2,080 (the number of hours in a year).

Where do I find the current rates?

Rates may be found on the City's web site, at www.cityofirvine.org. Click on the "Doing Business" tab at the top of the screen, and then select "Living Wage Info." You may also call the Purchasing Department at 949-724-6180.

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

Other Requirements under the Ordinance

What other requirements must I meet under the Ordinance?

You are required under the Ordinance to:

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

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

Compliance and Violations

How is the Living Wage Ordinance enforced?

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

If I am audited what documents might I be asked to provide?

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

What happens if it is determined that I am not in compliance with the Ordinance?

The City may impose any or all of the following corrective measures for violations of the Ordinance:

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

Is there an appeal process?

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

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

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

How does a covered employee file a complaint if they believe that a Contractor or subcontractor is in violation of the Ordinance?

A Covered employee who believes a Contractor or subcontractor has violated the requirements of the Ordinance may file a written complaint with the Director of Administrative Services.

What remedies for violation do covered employees have under the Ordinance?

A covered employee may seek the following remedies against a Contractor violating the Ordinance:

- Restitution to compensate the employee for amounts that should have been paid under the contract
- Reasonable attorneys' fees and costs
- Any and all other legal and equitable remedies available under Federal, State and local laws

Exceptions

Are there any circumstances in which an exception to the Ordinance will be granted?

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

The City Council, by a four-fifths vote, may grant a whole or partial exception if it is determined that an emergency or extraordinary circumstance justifies an exemption.

More Information

Where can I view more information about the Ordinance?

More information may be found concerning the Living Wage Ordinance, including current rates, by visiting the City's web site at www.cityofirvine.org. Click on the "Doing Business" tab at the top of the screen, and then select "Living Wage Info."

Contact Information

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

Purchasing Department

Phone: (949) 724-6180

FAX: (949) 724-6187

City of Irvine

PO Box 19575

Irvine, CA 92623-9575

Employees registering a complaint against an employer should contact:

Director of Administrative Services

Phone: (949) 724-6255

FAX: (949) 724-6030

City of Irvine

PO Box 19575

Irvine, CA 92623-9575

Appendix D

Living Wage Comparable Benefits Summary

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

Medical Insurance:

a. **Health Insurance:**

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

- b. The total cost to the City for medical insurance coverage for employee only shall not exceed 50% of the monthly premium. Employees are responsible for the cost of the remaining premium amount.
- c. The City provides the option to employees, who have enrolled in the HMO plan, to purchase HMO medical insurance for their dependents. The total cost of the additional premium is borne by the employee.
- d. The City provides the option to employees to enroll in a dental Health Maintenance Organization for employees only. The total cost is borne by the employee.

Vacation:

Vacation benefits accrue on a monthly basis as follows:

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

Personal Sick Leave:

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

Holidays:

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



Appendix E

LIVING WAGE ORDINANCE Notice to Employees

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

THESE ARE YOUR RIGHTS

You must be paid a minimum of:

- **\$10.82** per hour

If you work an average of 30 hours per week or more, you must be paid a minimum of:

- **\$10.82** per hour
 - If health and paid time off benefits are offered to you
- OR**
- **\$13.34** per hour:
 - If no health or paid time off benefits are offered to you
 - If the cost of health and paid time off benefits provided to you cost your employer less than **\$2.52** per hour, the difference is added to the minimum hourly wage listed above
- Rates are generally adjusted annually. Current rates are effective as of **July 1, 2014**.
- Retaliation by your employer is **prohibited**
- Employers may not fire, reduce pay, or discriminate against a worker for filing a complaint

If your rights are violated you could receive:

- Restitution to compensate you for all amounts that should have been paid to you under the Ordinance
- Reasonable attorneys' fees and costs
- Any and all other legal and equitable remedies under Federal, State and local law

FOR MORE INFORMATION

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

CITY OF IRVINE

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

For more information and to review the City Ordinance, Living Wage Guide (frequently asked questions) and updated rates, visit the City's website and access the Purchasing Department, Living Wage page at: **www.cityofirvine.org/purchasing**

ORIGINAL

**AMENDMENT NUMBER 1
TO "AGREEMENT FOR CONTRACT SERVICES"**

THIS AMENDMENT NUMBER 1 TO AGREEMENT FOR CONTRACT SERVICES (the "First Amendment") is made and entered into as of June 24, 2015 by and between the City of Irvine, a municipal corporation ("City") and AECOM Technical Services, Inc., a California corporation ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of December 29, 2014, City of Irvine contract number 8594 (the "Agreement").


1. The expiration date of the Agreement is changed from June 30, 2015 to June 30, 2016.
2. "PART V, BUDGET, ATTACHMENT II" is modified to increase hourly rates by 0.5%, commensurate with the Bureau of Labor Statistics Consumer Price Index (CPI) in accordance with EXHIBIT I, attached hereto. The not-to-exceed value for the new contract term is \$700,000.
3. Except as set forth in this First Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

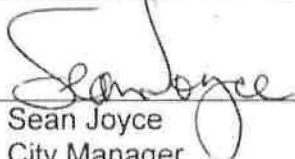
(Signatures follow on next page)

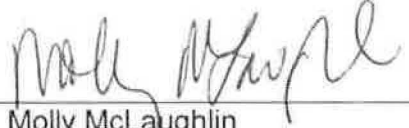
8594A

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


CITY OF IRVINE

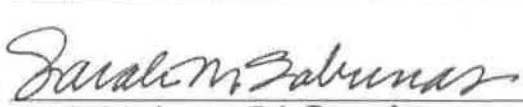
By: 
Eric Tolles
Its: Asst. City Manager, Great Park

By: 
Sean Joyce
Its: City Manager

Attest:
By: 
Molly McLaughlin
City Clerk

AECOM TECHNICAL SERVICES, INC.

By: 
Its: VICE PRESIDENT

By: 
SARAH M. SABUNAS
Its: ASSISTANT SECRETARY

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP


Todd O. Litfin

EXHIBIT I

Pricing Information: July 1, 2015 thru June 30, 2016

As specified in the City's Request for Proposals, we have provided individual hourly rates for each key team member proposed. As an AECOM best practice, our team's dedicated Design Advisors are contributing input as described in the proposal at no additional cost to the

City. If additional tasks should be requested, an hourly rate range for our Design Advisors has been provided. Additional clarification has been provided in a summary below our rate chart.

Project role	team Member	Hourly rate
Project Manager		
Design Representative	Robert Holmquist	\$296.48
Technical Leads		\$201.00-\$266.33
Architecture	Peter Zellner	\$256.28
Landscape Architecture	Patricia Trauth	\$206.03
Masterplanning	Wendy Yang	\$231.15
Transportation	Steve Greene	\$256.28
Watershed Management	Mark Williams	\$201.00
Civil Infrastructure	Greg Hefter	\$266.30
Economics	John Robinett	\$266.30
Cost Consulting	Kevin Herron	\$266.30
Technical Specialists		\$165.83-195.98
Architecture Code Compliance	Rajan Pradhan	\$180.90
Landscape Construction	Harry Clarke	\$175.88
Utility Coordination	Maria Alvarez	\$185.93
Outreach	Liz Drake	\$165.83
Senior technical Support		\$150.75
Technical Support		\$120.60
Design advisors		\$301.50-\$351.75

Notes:

1. No travel costs will be charged to the project per the City's request in the RFP.
2. Design Advisors are providing high level input at no cost for the roles noted in this proposal. Should specific tasks in addition to these roles be requested by the City, time will be billed at the hourly rate listed.
3. Billing rates to be adjusted annually. (.5% increase from March 2014 per BLS CPI for LA-Riverside-Orange Counties: All-Items.
4. All printing and presentation materials will be billed at cost without mark-up. A fixed budget can be agreed with the City once the extent of work is finalized.

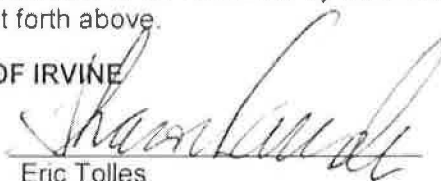
**AMENDMENT NUMBER 2
TO "AGREEMENT FOR CONTRACT SERVICES"**

THIS AMENDMENT NUMBER 2 TO AGREEMENT FOR CONTRACT SERVICES (the "Second Amendment") is made and entered into as of May 5, 2016 by and between the City of Irvine, a municipal corporation ("City") and AECOM Technical Services, Inc., a California corporation ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of December 29, 2014, City of Irvine contract number 8594 (the "Agreement").


1. "PART V, BUDGET" is modified by decreasing the not-to-exceed contract value by \$135,000 from \$700,000 to \$565,000.
2. Except as set forth in this Second Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

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


CITY OF IRVINE


By: 
Eric Tolles
Its: Asst. City Manager, Great Park

By: 
Sean Joyce
Its: City Manager

Attest:
By: 
Molly McLaughlin
City Clerk

AECOM TECHNICAL SERVICES, INC.

By: 
Its: VICE PRESIDENT

By: 
Its: VP, Corporate Secretary

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP


Jeffrey Meiching

**AMENDMENT NUMBER 3
TO "AGREEMENT FOR CONTRACT SERVICES"**

THIS AMENDMENT NUMBER 3 TO AGREEMENT FOR CONTRACT SERVICES (the "Third Amendment") is made and entered into as of June 21, 2016 by and between the City of Irvine, a municipal corporation ("City") and AECOM Technical Services, Inc., a California corporation ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between City and Contractor as of December 29, 2014, City of Irvine contract number 8594 (the "Agreement").


1. The expiration date of the Agreement is changed from June 30, 2016 to June 30, 2017.
2. "PART V, BUDGET, ATTACHMENT II" is modified to increase hourly rates by 1.7%, commensurate with the Bureau of Labor Statistics Consumer Price Index (CPI) in accordance with EXHIBIT I, attached hereto. The not-to-exceed value for the new contract term is \$500,000.
3. Except as set forth in this Third Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.


(Signatures follow on next page)

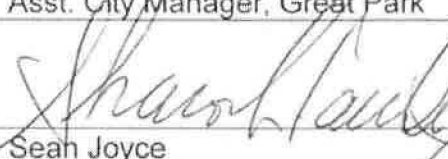
IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.


CITY OF IRVINE

AECOM TECHNICAL SERVICES, INC.

By: 
Eric Tolles
Its: Asst. City Manager, Great Park

By: 
Its: VICE PRESIDENT

By: 
Sean Joyce
Its: City Manager

By: 
Carol F. Brandenburg-Smith
Its: Associate Vice President & Assistant Secretary

Attest:
By:  ASST CITY CLERK
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP


Jeffrey Melching

EXHIBIT I

Pricing Information: July 1, 2016 thru June 30, 2017

As specified in the City's Request for Proposals, we have provided individual hourly rates for each key team member proposed. As an AECOM best practice, our team's dedicated Design Advisors are contributing input as described in the proposal at no additional cost to the

City. If additional tasks should be requested, an hourly rate range for our Design Advisors has been provided. Additional clarification has been provided in a summary below our rate chart.

Project role	team Member	Hourly rate
Project Manager		
Design Representative	Robert Holmquist	\$301.52
Technical Leads		
		\$204.42-\$270.85
Architecture	Jim Pirdy	\$260.63
Landscape Architecture	Nate Cormier	\$209.53
Masterplanning	Wendy Yang	\$235.08
Transportation	Steve Greene	\$260.63
Watershed Management	Mark Williams	\$204.42
Civil Infrastructure	Greg Hefter	\$270.85
Economics	John Robinett	\$270.85
Cost Consulting	TBD	\$270.85
Technical Specialists		
		\$168.65-199.31
Architecture Code Compliance	Rajan Pradhan	\$183.98
Landscape Construction	Harry Clarke	\$178.86
Utility Coordination	Maria Alvarez	\$189.09
Outreach	Liz Drake	\$168.64
Senior technical Support		
		\$153.31
Technical Support		
		\$122.65
Design advisors		
		\$306.63-\$357.73

Notes:

1. No travel costs will be charged to the project per the City's request in the RFP.
2. Design Advisors are providing high level input at no cost for the roles noted in this proposal. Should specific tasks in addition to these roles be requested by the City, time will be billed at the hourly rate listed.
3. Billing rates to be adjusted annually. (1.7% increase from March 2015 per BLS CPI for LA-Riverside-Orange Counties: All-Items).
4. All printing and presentation materials will be billed at cost without mark-up. A fixed budget can be agreed with the City once the extent of work is finalized.

3.6



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 24, 2017

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

Director, Orange County Great Park

City Manager

RECOMMENDED ACTION

1. Authorize the City Manager to sign a contract with Pascuzzo and Pate Golf Design in the amount of \$24,000 for design review services for the Orange County Great Park Golf Course.
2. Authorize the City Manager to execute a contract with National Golf Foundation, Inc. in the amount of \$19,500 for a market feasibility study for the Orange County Great Park Golf Course.
3. Approve a budget appropriation in the amount of \$43,500 from the Orange County Great Park Fund 180 unallocated fund balance for design review services and market feasibility study for the Orange County Great Park Golf Course.

EXECUTIVE SUMMARY

On November 26, 2013, the City of Irvine and Heritage Fields El Toro, LLC (Heritage Fields) entered into the Second Agreement with the City of Irvine as Adjacent Landowner (ALA II). The ALA II provides for the financing, design, and construction of approximately 688 acres of the Orange Great Park by Heritage Fields, including a 188-acre regulation-length, 18-hole golf course. Five Point Communities (Five Point), the development manager for Heritage Fields, has submitted conceptual drawings for the golf course. Staff has provided preliminary comments on the plans and will continue to work with Five Point in the coming months to refine the conceptual design.

On October 25, 2016, the Orange County Great Park Board of Directors, by a vote of 4-1 (Director Shea opposed), authorized the release of a Request for Proposals (RFP) for design review services and a market feasibility study for the Orange County Great Park Golf Course. The RFP was released on November 3, 2016. The eight responses received

were evaluated based on the criteria identified in the RFP. The RFP noted two specific tasks: Task 1 was for design review services and Task 2 was for a market feasibility study, allowing firms to apply for one or both tasks. In this case, two separate firms were selected pursuant to their qualifications. Pascuzzo and Pate Golf Design was the highest-ranked firm for Task 1 (design review services) and staff is recommending a not-to-exceed contract amount of \$24,000. National Golf Foundation, Inc. was the highest-ranked firm for Task 2 (market feasibility study) and staff is recommending a not-to-exceed contract amount of \$19,500. The total cost of the two tasks, \$43,500, would be paid via the recommended budget appropriation, using funds from the Orange County Great Park Fund 180 unallocated fund balance.

If the contracts are approved by the City Council, both firms will be engaged to commence work as soon as possible. Pascuzzo Pate Golf Design will assist the City in review of subsequent submittals of design plans for the golf course by Five Point. National Golf Foundation will conduct the market feasibility study and return to the Board for presentation of the final study within the next 90 to 120 days.

COMMISSION / BOARD / COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

The ALA II was approved by the City Council on November 26, 2013 and provides for the design and construction of 688 acres of the Orange County Great Park. The 688-Acre Great Park Improvement Area included a Golf Course sub-area made up of a 188-acre regulation-length, 18-hole, par-72 golf course with a practice range, a 25,000 square-foot clubhouse, a maintenance yard, and other support facilities. Upon completion, the golf course will be turned over to the City for operation.

On September 21, 2016, Five Point submitted to the City the first conceptual designs for the proposed Golf Course, Lower Bosque/Great Park Boulevard entry, and Agricultural sub-areas of the 688-acre Great Park Improvement Area. A multi-departmental team of City staff is reviewing the conceptual designs and is working with Five Point to refine the plans, through the process defined in the ALA II as Logical Evolution. Comments from the City were most recently returned to Five Point on November 14, 2016. Further advancement of conceptual plans is pending resubmittal by Five Point.

At the October 25, 2016 Orange County Great Park Board meeting, direction was given to staff to release an RFP for consulting services related to golf course design review and a market feasibility study for a golf course at the Orange County Great Park (minutes excerpt from the October 25, 2016 Board meeting are included as Attachment 1). The RFP was released on November 3, 2016 with two distinct tasks as further defined below.

- Task I - Design Review Services: Consultant shall provide industry expertise in the area of golf course design and planning to ensure the City has informed advice on course plan elements during the progress of design development.
- Task II - Market Feasibility Study: Consultant shall conduct a market feasibility study based on plans developed during the design review process. Consultant shall identify and analyze critical factors that will impact the operational and financial success of the golf course operation, including review of national and regional trends, competitive market positioning, supply and demand conditions, projected financial performance, and evaluation of City operating strategies.

A previous market analysis of the Great Park golf course was prepared in 2013 by Pro Forma Advisors, LLC on behalf of Five Point (included as Attachment 2). The market feasibility study proposed in the attached RFP would provide updated data relative to market trends, pricing, and supply-and-demand conditions. The proposed market feasibility study would also expand the scope relative to the previous analysis to provide an evaluation of potential City operating strategies once the golf course is turned over, including opportunities for outsourced operation.

The RFP (Attachment 3) was widely released via the Bids Online system on November 3, 2016. Eight firms responded to the Request for Proposals by the December 1, 2016 deadline. A multi-disciplinary team reviewed the proposals based on four criteria:

- Experience and qualifications of the firm, designated project management staff, other key personnel, and sub-consultants: 40% weighting
- Methodology and project approach: 30% weighting
- Proposal pricing: 20% weighting
- Responsiveness to the Request for Proposals: 10% weighting

Two firms were selected, one for each of the two tasks. Pascuzzo and Pate Golf Design was the highest rated firm for Task and National Golf Foundation, Inc. for Task 2. Reference checks were conducted and both firms received excellent feedback.

Pascuzzo and Pate Golf Design has 34 years of golf course design experience, including projects at courses in Southern California, such as Big Canyon Country Club, The Lakes Country Club and Coto de Caza Golf Club. Firm president, Damian Pascuzzo, has a broad range of experience as a principal designer of golf courses throughout North America and Asia, and in golf course water conservation and turf reduction projects. Steve Pate, Principal, is a veteran of the PGA Tour and brings a deep knowledge of golf, playing strategy and course design to the team. The contract with Pascuzzo and Pate is included as Attachment 4.

National Golf Foundation (NGF) was founded in 1936 and began providing consulting services in 1987. NGF is widely recognized as the leader in municipal golf course consulting and has served a substantial list of public sector agencies, both locally and nationally. NGF has extensive experience in helping municipalities understand and

maximize public sector golf operations and evaluate new investment in municipal golf facilities. The contract with NGF is included as Attachment 5.

Should the City Council approve the contract awards and budget appropriation, staff will complete the contracts with the two consultants as quickly as possible. Pascuzzo and Pate Golf Design will assist staff in review of golf course design plan submittals through the duration of the Logical Evolution and permitting process. The market feasibility study will begin immediately upon the issuance of a purchase order and is expected to be concluded in eight to ten weeks. Upon completion of the study, staff and consultant will return to the Orange County Great Park Board for a presentation of the findings.

ALTERNATIVES CONSIDERED

The City Council could choose not to award a contract for design review services, relying instead on the golf course plans developed by Five Point and reviewed by City staff without the assistance of an independent expert in the field of golf course design. The City Council could also choose not to approve the contract for a golf course market feasibility study, relying instead on the previous market analysis commissioned by Five Point in 2013.

FINANCIAL IMPACT

The total cost for the recommended contracts is \$43,500. This includes a not-to-exceed contract amount of \$24,000 in time and materials for Task 1 (design review services) and a total fee of \$19,500 for Task 2 (market feasibility study). Staff is recommending that the total cost of the two contracts be appropriated from the Fund-180 unallocated fund balance to City Manager's Office Great Park Section 020 budget for consulting services. The Fund 180 unallocated fund balance is approximately \$44.9 million.

REPORT PREPARED BY Stephen Torelli, Management Analyst I

ATTACHMENTS

1. Minutes excerpt from October 25, 2016 Orange County Great Park Board Meeting
2. Request for Proposals to Provide Design-Review Services and Market Feasibility Study for the Orange County Great Park Golf Course
3. 2013 Analysis of Market Support Great Park Golf Club by Pro Forma Advisors
4. Contract between the City of Irvine and Pascuzzo and Pate Golf Design
5. Contract between the City of Irvine and the National Golf Foundation, Inc.

ACTION: Moved by Director Shea, seconded by Director Lalloway, and unanimously carried to:

Approve and authorize staff to release a Request for Qualifications and Proposals for the Design, Development, Lease, and Operation of a waterpark at the Orange County Great Park, substantially in the form attached to the staff report.

2.3 REQUEST FOR PROPOSALS FOR DESIGN REVIEW SERVICES AND MARKET FEASIBILITY STUDY FOR THE ORANGE COUNTY GREAT PARK GOLF COURSE

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

Board discussion included: concern with amount of land dedicated for the golf course; modifying the golf course to nine holes in an effort to allow more space for passive use; possibility of also using some of the land for the proposed waterpark; potential financial impacts to private golf courses in the City if a public golf course was built at the Great Park; whether concurrence from Five Point Communities (FivePoint) was required to remove or amend the golf course site; suggested continuing the item indefinitely while other features of the Great Park were completed to determine how the land could be best used; and questioned community interest for the golf course.

Jeffrey Melching, Board Counsel, noted that the City was contractually obligated under the Adjacent Landowner Agreement (ALA II) to move forward with the golf course and that mutual consent from both parties was required in order to remove a major design element.

ACTION: Moved by Director Krom, seconded by Vice Chairwoman Schott, to:

Continue the matter indefinitely and not proceed until such time as the Board is able to see how the balance of what is currently under development and is currently subject to Requests for Proposals proceeds.

Chairman Choi suggested amending the main motion to direct staff to confer with FivePoint to determine its interest and flexibility in adjusting the golf course to nine holes, and returning to the Board within six months, to which Director Krom stated her preference to keep her original motion intact.

ATTACHMENT 1

(Minutes Excerpt from October 25, 2016)

Additional discussion included: lack of necessary infrastructure to access proposed amenities, further noting that the Marine Way expansion project has not yet been completed; commitment to the public engagement process; whether approval of an Request For Proposal (RFP) would provide staff with the tools needed to move forward with the evaluation process; whether approval of an RFP obligated the City to build the golf course; whether a formal process in the ALA II was required to change or remove an amenity; questioned whether discussion of amending or eliminating the golf course was allowed based how the item was agendized, noting that discussion pertained to a feasibility study as opposed to a modification to the ALA II; and suggested that the motion moved by Director Krom be bifurcated.

Sean Joyce, City Manager, noted that if directed to do so, staff would approach FivePoint and inquire as to its interest in reconsidering its obligation with respect to the development of the golf course; and in addition, staff was seeking authority to move forward with the RFP to have the necessary resources available in the event that FivePoint was unwilling to reconsider its obligation.

ACTION: A substitute motion was made by Vice Chairwoman Schott, seconded by Director Lalloway, to:

- 1) Direct staff to engage Five Point Communities to determine its interest in revisiting the contractual obligation of building a golf course under the Adjacent Landowner Agreement II (ALA II) and its willingness to change or remove.
- 2) Approve and authorize staff to release a Request for Proposals for design review services and market feasibility study for the Orange County Great Park Golf Course, substantially in the form attached to the staff report.

The motion carried as follows:

AYES: 4 DIRECTORS: Krom, Lalloway, Schott and Choi
NOES: 1 DIRECTORS: Shea
ABSENT: 0 DIRECTORS: None

PUBLIC COMMENTS

Courtney Santos, Irvine resident, spoke in support of the public engagement process while also continuing to move forward with development of the Great Park.

John Forsyte, Pacific Symphony President, spoke of the company’s plan to relocate its summer concert series to the Great Park in 2017.



November 3, 2016

REQUEST FOR PROPOSALS for

Design Review Services and Market Feasibility Study for the Orange County Great Park Golf Course

Thank you for considering the attached Request for Proposals (RFP). If you are interested in submitting a Proposal, please follow these instructions for submissions:

Only RFP documents downloaded from the City's website (www.cityofirvine.org/purchasing) shall be considered official, as the City must track RFP holders in the event an addendum is issued. Failure to register and download the RFP document and any addendum from the website will result in disqualification of the proposal.

Due Date and Time:

No Later than December 1, 2016 at 4:00:00 pm

NO LATE PROPOSALS WILL BE ACCEPTED.

RFP Number:

17-1196

This RFP number must be clearly marked on the outside of the envelope containing one (1) original and three (3) copies of the proposal. The original proposal must be unbound.

Submit Proposal to:

By mail:

City of Irvine
Purchasing Agent
P.O. Box 19575
Irvine, CA 92623-9575

Overnight or hand delivery:

City of Irvine
c/o Receptionist for Purchasing Agent
1 Civic Center Plaza
Irvine, CA 92606-5208

Any requests for clarification or other questions concerning this RFP must be submitted in writing and sent via email to Steve Torelli with a copy to Portia Mina (as shown below) no later than November 17, 2016 at 4:00 p.m.

Steve Torelli, Management Analyst I
Email: storelli@cityofirvine.org

Portia Mina, CPSM, CPPB, Senior Buyer
Email: pmina@cityofirvine.org

The City of Irvine reserves the right to reject any or all Proposals, to waive any informality in any Proposal, and to select the Proposal that best meets the City's needs.

**REQUEST FOR PROPOSALS
FOR
DESIGN REVIEW SERVICES AND MARKET FEASIBILITY STUDY FOR
THE ORANGE COUNTY GREAT PARK GOLF COURSE**

Dear Proposers:

The City of Irvine (hereinafter referred to as the “City”) is requesting proposals to establish a contract or contracts for design review services and market feasibility study for the Orange County Great Park Golf Course, with work to commence on or about January 1, 2017 and be completed on or before June 30, 2018. The City reserves the right to award two separate contracts - one for the design review services and another for the market feasibility study.

Proposals must be submitted to the Purchasing Agent, City of Irvine, no later than the date and time stated on this RFP cover sheet. Proposals shall be reviewed and rated on the basis of the selection criteria indicated in the “SELECTION PROCESS” section of this RFP. The City will then determine which proposal best meets the City’s requirements.

If hand delivered to the Civic Center, proposals shall be submitted to the Receptionist for the Purchasing Agent at the Reception Desk located on the first floor. Proposals shall be submitted in sealed envelopes marked on the outside, “**Design Review Services and Market Feasibility Study for the Orange County Great Park Golf Course, RFP No. 17-1196.**” (Please see cover sheet for additional submittal information.)

LATE PROPOSALS WILL NOT BE ACCEPTED

The City reserves the right to reject any or all proposals, to waive any informality in any proposal and to select the proposal that best meets the City’s needs.

MINIMUM QUALIFICATIONS REQUIRED FOR PROPOSAL SUBMITTAL

Firms who fail to meet the minimum qualifications set forth below should not submit a proposal; any such proposal shall be deemed non-responsive and not be considered.

- 1) A minimum of five most recent years of experience performing services as those sought in the Scope of Services section.

OVERVIEW AND SCOPE OF WORK

This Request for Proposals is for 1) Provide golf course design review consulting services for the golf course to be located at the Orange County Great Park in the City of Irvine; and 2) Conduct a market feasibility study of the proposed golf course. Responses will be accepted from firms seeking to provide services in response to item 1, item 2, or both items 1 and 2, as outlined above. The detailed scope of services is set forth in ATTACHMENT I.

TERMS AND CONDITIONS

The City's standard Agreement for Contract Services is included as ATTACHMENT II. Upon award of the contract, it is expected that the successful proposer will accept the Agreement terms and conditions "as is" without modification. (Please refer to Part III Special Provisions of ATTACHMENT II for special requirements relating to these services.)

At the discretion of the City, any or all parts of the respondent's proposal shall be made a binding part of the selected firm's contract. The City reserves the right to reject in whole or in part any of the proposals.

Time frame for submittal of insurance documents: At the time the contract is awarded, the firm must be able to provide all required insurance documentation to the City's insurance certificate tracking company as set forth in ATTACHMENT II. If these requirements are not met, the City reserves the right to select the next best qualified firm.

ORGANIZATION OF PROPOSAL

If your proposal does not include all of the items below, it may be deemed non-responsive. The proposal will be evaluated by the City and shall include, at a minimum, the following information:

- **BUSINESS INFORMATION**

State the full legal name of your firm, including the state of incorporation if applicable. Include your address, phone number, fax number and email address. State the number of years your firm has been doing business. List the names of principals or officers authorized to bind your firm, including position titles.

- **EXPERIENCE / QUALIFICATIONS INFORMATION**

Provide information concerning your firm's experience and qualifications directly related to the services set forth herein. Define the experience of the proposed Project Manager, and other key personnel (and sub-consultants if applicable) who would be assigned to perform the services. (The designated Project Manager shall

be the primary contact with the City during the contract period.) Provide resumes for the Project Manager, other key personnel, and sub-consultants if applicable.

- **PROJECT APPROACH / METHODOLOGY**

Provide a detailed description of your proposed methodology/project approach based on your understanding of the project objectives outlined in the Scope of Services (ATTACHMENT 1).

- **REFERENCES**

Provide a minimum of three (3) references for similar work that your firm has provided within the last five (5) years. Include a detailed description of the services, the agency or firm names, contact names and phone numbers, and dates of services performed.

- **CONFLICT OF INTEREST**

Proposers must disclose any conflict or potential conflict of interest created by any previous or ongoing work related to the Orange County Great Park, Great Park Neighborhoods, or the development entities related to the Orange County Great Park or Great Park Neighborhoods.

- **PRICING PROPOSAL**

Provide a fee schedule/pricing information for each task. For the design review services, pricing shall be provided on a time and materials basis. For the market feasibility study, pricing shall be provided as a lump sum not-to-exceed amount. Provide hourly rates for each category of employee or sub-consultant required to perform the services as set forth in ATTACHMENT I, Scope of Services. The City shall not provide reimbursement for business/travel-related expenses, so any such cost must be absorbed in the hourly rates/lump sum pricing.

- **SIGNATURE**

The proposal shall be signed by an official authorized to bind the firm, including his or her printed name and title, and shall contain a statement to the effect that the proposal is valid for ninety (90) days.

SELECTION PROCESS

The contract award(s) will be made after selection of one or two respondents' proposal(s) from among all respondents with implementation of services to follow. However, this RFP does not indicate a commitment by the City to award a contract to any successful respondent. An award of contract is estimated to occur within approximately sixty (60) days after receipt of proposals. The City intends to evaluate the

proposed services based upon the data presented in response to the RFP. The following general selection criteria will be used to evaluate the proposals:

Phase 1:

1. Experience and qualifications of firm and designated project management staff, other key personnel, and sub-consultants, if applicable (40%)
2. Methodology/Project Approach provided (30%)
3. Proposal Pricing (20%)
4. Responsiveness to the Request for Proposals (10%)

Phase 2 for highest-rated firm(s):

- The City reserves the right to conduct interviews with the highest-rated firm or firms. In the event the City does perform an interview process, the additive weighting shall be 50%.

Phase 3 for highest-rated firm(s)

- The City will perform reference checks for similar work completed within the last five years for the highest-rated firm(s), with an additive weighting of 20%.

The City reserves the right to negotiate final pricing with the highest-rated firm(s).

The City reserves the right to reject any or all proposals, to waive any informality in any proposal, and to select the proposal that best meets the City's needs.

GENERAL INFORMATION

The City will make payments monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Payment for additional work, if any, will be negotiated as required. Final payment will be made after approval and acceptance of the work.

Any costs incurred in the preparation of a proposal, presentation to the City, travel in conjunction with such presentations, or samples of items shall be the responsibility of the respondent. The City assumes no responsibility and no liability for costs incurred by respondents prior to issuance of a contract or purchase order.

The proposer shall furnish the City with such additional information as the City may reasonably require.

Any questions or requests for clarification must be submitted in writing and sent via email as set forth on the cover sheet of this RFP.

All data, documents and other products used or developed during performance of the services will remain the property of the City upon completion of the services.

One (1) original and three (3) copies of the completed proposal must be enclosed in a sealed envelope and addressed as stated on the cover sheet. The original proposal must be unbound. Sealed envelopes must be marked with, "Design Review Services and Market Feasibility Study for the Orange County Great Park Golf Course, RFP No. 17-1196."

Sincerely,

Portia Mina, CPSM, CPPB
Senior Buyer

Attachments

ATTACHMENT I

**DESIGN REVIEW SERVICES
AND MARKET FEASIBILITY STUDY FOR THE ORANGE
COUNTY GREAT PARK GOLF COURSE**

SCOPE OF SERVICES

Contractor shall perform the services as set forth below.

I. Purpose

Heritage Fields El Toro, LLC (“Developer”) in collaboration with the City of Irvine is in the process of designing an 18-hole golf course located at the Orange County Great Park in Irvine, California. As such, the City is seeking a consultant to: 1) assist the City with the review of preliminary golf course design plans; and 2) conduct a market feasibility study of the proposed golf course. The purpose of the market feasibility study is to assess the local and regional golf market to determine the economic potential and financial feasibility of the golf course and to make recommendations with regard to pricing and market positioning.

Project Background

The former Marine Corps Air Station El Toro is being transformed into the Orange County Great Park. At the November 26, 2013 Irvine City Council meeting, the City Council approved a proposal from Heritage Fields El Toro, LLC to develop 688 acres of parkland. The five-year development began in October 2014 and included a 188-acre regulation-length golf course with conceptual plans for an 18-hole, par-72 golf course with practice range, a 25,000 square foot clubhouse, a maintenance yard, and other support facilities. The golf course is expected to be self-sustainable and operate in a manner that maximizes revenue opportunities that may be used to financially support the general operation and maintenance of the Orange County Great Park.

In anticipation of the construction and operation of the golf course, the Developer and the City are finalizing the design for the course. The City is seeking outside expertise to advise in design review, as well as to assess market feasibility in an effort to ensure the new golf course facilities will meet the Orange County Great Park Board of Director’s and Irvine City Council’s vision and goals.

II. General Scope of Services

The City is soliciting proposals for two tasks. Consultant firms may propose for one or both tasks. The Proposer must identify and describe their methodology for carrying out the tasks, as described below. The proposal should demonstrate the Proposer’s understanding of the tasks and provide their proposed methodical approach to completing the tasks.

Task I – Design Review Services

Consultant shall meet with City staff to establish goals and objectives; confirm schedule; and review relevant plans, policies and design guidelines. Consultant shall overlay their industry expertise to ensure the City is informed on how the design may impact key issues such as market position and maximization of revenue opportunities. The consultant shall provide a representative to attend the City design review meetings. Services shall be performed on a time and materials basis.

Task II – Market Feasibility Study

Consultant shall conduct a market feasibility study based on plans developed during the design review process. Consultant shall identify and analyze critical factors that will impact the operational and financial success of the golf course operation. The analysis shall include, but is not limited to, the following:

1. Survey of national and regional trends
2. Competitive market analysis including regional and local supply and demand conditions
3. Assessment of food/beverage service opportunities
4. Assessment of other non-golf programming and/or partnership opportunities that could coexist
5. Marketing and communication strategies
6. Projected financial performance
7. Evaluation of City operating strategies (i.e. self-operating, facility lease and/or management contract)

Task I and II – Final Reports and Presentations

Consultant shall prepare draft and final reports containing the consultant's analysis of their responsible task. In addition, the consultant shall prepare presentations as directed by the City, and present findings at briefings and public meetings, the number of which shall be determined as the process concludes. Approved Consultant personnel shall be paid to attend these meetings at the hourly rates submitted in the proposal.

The consultant's proposal should contain the specific methodology and process the consultant plans to use in preparing the draft analysis and final reports, along with a proposed table of contents for the final report and description of any exhibits the consultant plans on preparing for the final report.

Timeframe

It is the responsibility of the Proposer to submit a projected project schedule based on the scope of services proposed by the Consultant. Following is the anticipated project schedule:

- Award of Contract – January, 2017

- Completion of Task I – June 2018
- Completion of Task II - June 2017

ATTACHMENT II
AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of [REDACTED] 2016, by and between the CITY OF IRVINE, a municipal corporation ("City"), and [REDACTED], a (insert legal entity such as "a sole proprietorship" or "a California corporation") ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

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

B. Description of Services/Goods to be Provided: Design Review Services and Market Feasibility Study for the Orange County Great Park Golf Course in accordance with PART IV, Scope of Services, included herein (reference RFP 17-1196).

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on [REDACTED] ("Commencement Date") and shall continue through June 30, 2018.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Chris Koster, email: ckoster@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
_____, email: _____

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

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

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

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

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

CITY OF IRVINE

CONTRACTOR'S NAME

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

By: _____
Its: _____

By: _____
Sean Joyce
Its: City Manager

By: _____
Its: _____

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

Contractor Information
Address for Notices and Payments:

Attn:
Telephone:
Email:

PART II
GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

1.7 Identity of Persons Performing Work.

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

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

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

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

SECTION TWO: INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this

Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

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

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

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

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

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

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

Additional Insured Endorsements shall not:

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

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

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

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

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

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

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

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

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.17 Conflicts of Interest.

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

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

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

a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

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

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

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

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of

Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

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

<u>To City:</u>	City of Irvine One Civic Center Plaza (92606) (Hand Deliveries) P. O. Box 19575 Irvine, CA 92623-9575
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Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

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

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

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

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

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

- 1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

PART IV

SCOPE OF SERVICES

Services shall be performed **as set forth below and in accordance with ATTACHMENT I.**

PART V

BUDGET

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

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed \$** [REDACTED], including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

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

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

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

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

Contractors should submit invoices electronically to:

invoicesubmittal@cityofirvine.org

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

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: _____

WORKERS' COMPENSATION DECLARATION

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

(CHECK ONE APPLICABLE BOX BELOW)

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

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

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

Dated:	
Contracting Firm:	
Signature:	
Title:	
Address:	



Summary Report:

Analysis of Market Support Great Park Golf Club

Irvine, California

Prepared for: **Five Point Communities**

Prepared by: **Pro Forma Advisors, LLC**

June 2013

PFAID: 10-486

Version: 1.0

ATTACHMENT 3

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General Limiting Conditions

Certain information included in this report contains forward-looking estimates, projections and/or statements. Pro Forma Advisors LLC has based these projections, estimates and/or statements on expected future events. These forward-looking items include statements that reflect our existing beliefs and knowledge regarding the operating environment, existing trends, existing plans, objectives, goals, expectations, anticipations, results of operations, future performance and business plans.

Further, statements that include the words "may," "could," "should," "would," "believe," "expect," "anticipate," "estimate," "intend," "plan," "project," or other words or expressions of similar meaning have been utilized. These statements reflect our judgment on the date they are made and we undertake no duty to update such statements in the future.

No warranty or representation is made by Pro Forma Advisors that any of the projected values or results contained in this study will actually be achieved.

Although we believe that the expectations in these reports are reasonable, any or all of the estimates or projections in this report may prove to be incorrect. To the extent possible, we have attempted to verify and confirm estimates and assumptions used in this analysis. However, some assumptions inevitably will not materialize as a result of inaccurate assumptions or as a consequence of known or unknown risks and uncertainties and unanticipated events and circumstances, which may occur. Consequently, actual results achieved during the period covered by our analysis will vary from our estimates and the variations may be material. As such, Pro Forma Advisors accepts no liability in relation to the estimates provided herein.

In the production of this report, Pro Forma Advisors has served solely in the capacity of consultant and Pro Forma Advisors has not rendered any "expert" opinions and does not hold itself out as an "expert" (as the term "expert" is defined in Section 11 of the Securities Act of 1933).

This report is not to be used in conjunction with any public or private offering of securities, and may not be relied upon without the express written consent of Pro Forma Advisors.

This study is qualified in its entirety by, and should be considered in light of, these limitations, conditions, and considerations.

I. Introduction

Five Point Communities is in the process of preparing a land use development program for the sports complex within The Great Park Neighborhoods, located on a portion of the 3,700-acre former El Toro MCAS. A component of the proposed sports complex is an 18-hole regulation length golf course--The Great Park Golf Club (GPGC). As envisioned, the GPGC would be a public access facility consisting of an 18-hole par-72 golf course, double-ended practice range, 25,000-square-foot clubhouse, and other support facilities.

As part of the overall planning process, Five Point Communities retained Pro Forma Advisors (PFA) to assist in the evaluation of market support and pro-forma financial performance of the golf complex. The following report contains an analysis of the Orange County public golf market and evaluates potential performance of the proposed project. While preliminary design work has been completed for the golf course, the project concept is in its early working stage and subject to modification. As such, the findings regarding course performance should be treated as preliminary, subject to refinement and modification as additional design work is completed.

The work program consisted of a number of tasks:

- ▶ Review of the project concept and property characteristics
- ▶ Analysis of Orange County golf market demand and supply conditions
- ▶ A survey of competitive golf courses in the region to document their characteristics and performance level
- ▶ Interviews with golf course management companies currently serving the market regarding their market observations and experience
- ▶ A review of operating expense profiles of similarly positioned golf courses
- ▶ Analysis of market share and market positioning
- ▶ Preparation of pro forma financial performance of GPGC

Following this Introduction, Section II presents a summary of findings and conclusions. Sections III through VI contain data and analysis regarding the golf market and subject property potentials.

II. Summary of Findings

Based on an assessment of current and anticipated future golf market conditions, subject site characteristics, and selected other factors and considerations, the findings regarding potential market support and financial performance of the Great Park Golf Club (GPGC) are summarized below. Substantiation and documentation of the findings are contained in subsequent sections of the report.

The GPGC Project

- ▶ The GPGC would be developed on the site of the former El Toro MCAS, within Orange County's Great Park. The golf course would be part of the proposed Great Park Sports Complex, a world-class multi-use facility designed to accommodate a range of high quality play fields and sporting venues.
- ▶ The GPGC site presents an outstanding property which is highly suitable for golf course development. Similar to the Oak Creek Golf Club and Tustin Ranch Golf Club sites in Irvine and Tustin, respectively, a high quality golf course can be developed on the subject property at a relatively affordable cost. The property is of sufficient size and configuration, with few constraints, to accommodate a quality 18-hole regulation length course.
- ▶ Regional access to the proposed golf course is outstanding as the site is located in the heart of Orange County. Local access also is very good, with nearby freeway interchanges serving the area.
- ▶ The preliminary concept for the golf course consists of the following elements:
 - 18-hole par-72 regulation length golf course (7,000+ yards)
 - Double-ended lighted golf practice range, with a minimum of 40 tee stations
 - Full service, 25,000-square-foot clubhouse with restaurant, banquet space, pro shop and cart storage
 - Maintenance yard and other support facilities

Golf Market Conditions

- ▶ Strong demand, coupled with limited supply, resulted in excellent financial performance for public golf courses operating in the orange County golf market during the 1980s and 1990s. This outstanding performance induced substantial expansion of the golf course inventory, particularly high-end daily fee golf courses, leading to moderate oversupply conditions and some market softness.
- ▶ While the Orange County golf market, not unlike most major metropolitan markets across the country, softened between 2002 and 2012, Orange County remains one of the most attractive golf markets in the country. Demographic characteristics are very favorable to golf participation (demand), climate accommodates year-round play, golf is routinely utilized in conducting business, and a strong visitor market is available.
- ▶ Most Orange County golf courses experienced declines of 12-15 percent in golf revenues (greens fees, cart rentals, and driving range) between 2008 and 2010, before stabilizing in 2011 and posting

modest improvement in 2012 and 2013. The improved performance, in part, is attributed to favorable weather conditions. Nonetheless, the market has clearly stabilized and demonstrated positive growth.

- ▶ While all segments of the golf market have been affected, much of the market softness is concentrated in the high-end daily fee and private club segments of the market. The mid-market daily fee segment (\$40-\$60 greens fees) has emerged as the most productive and resilient market positioning, with substantial depth and appeal to most golfers interested in maximizing the value of their golf experience.
- ▶ There are very limited opportunities to develop additional golf in Orange County, with the GPGC representing one of the few, and perhaps only, viable opportunity. While there are potential golf course sites available in the Inland Empire, due primarily to economic considerations, there are no golf projects likely to be developed in this region in the foreseeable term.
- ▶ Future mid- and long-term growth in regional golf demand will be influenced by population growth, the aging of the baby boom segment, propensities and frequency of play, and the health of the economy. Depending on projected demographic shifts, change in propensities to play golf, the future fee structure, changes in the inventory of courses, and other such factors, most models predict annualized growth between .5 and 1.5 percent over the mid- to long-term.

GPGC Projected Performance

- ▶ Based on the proposed GPGC development concept, locational and other characteristics of the subject site, current and anticipated future golf market conditions, and performance of similar positioned properties, performance for the GPGC has been projected.
- ▶ The projected performance of the golf course is predicated on a series of factors and assumptions, including the following:
 - The golf course is operated as a public-access daily fee golf course. The golf course is positioned to serve the upper-mid-market segment.
 - The course is maintained, operated, and managed by a professional golf course management firm on a fee-for-service basis.
 - Irrigation water is provided by the Irvine Ranch Water District. Consumption is estimated at 400 acre feet per year. The current rate for non-agricultural landscape use is \$550 per acre foot (\$1.27 per hundred cubic foot unit).
 - No resident greens fees discounts are offered to project or City of Irvine residents.
 - Golf carts and maintenance equipment are assumed to be leased, with lease payments treated as an annual operating expense.
 - A capital improvement reserve is funded annually for the future replacement of depreciating golf course and support facility capital improvements.
 - All monetary values are expressed in constant 2013 dollars.
- ▶ Stable year performance estimates for GPGC are as follows:

- Annual play at stabilization is projected at 55,000 rounds, of which 65-75% are expected to derive from golfers residing within a 20-minute drive time.
 - Standard 18-hole greens fees, excluding cart, are estimated at \$45 weekdays and \$65 weekends. A series of discounts would be offered to seniors and juniors, and reduced twilight and super-twilight rates would be offered. The average greens fees for total rounds is projected at \$45 per round.
 - Cart utilization is estimated at 75%. Cart rates are \$15 per golfer for 18-hole play and \$10 per golfer for twilight/super-twilight play, yielding an average cart revenue of \$10 per total round.
 - Ancillary revenue is generated from merchandise sales, golfer food and beverage sales, banquet and other special event food and beverage sales, and rentals and miscellaneous sources of income.
- ▶ Net operating income (earnings before interest, taxes, depreciation and amortization--EBITDA) at a stabilized play level, expressed in constant 2013 dollars, is projected at just over \$1 million, as shown in Table II-1. Stabilized play is expected within about three years of course opening.
 - ▶ The operating margin, defined as the ratio of net operating income to gross revenue, is projected at 19.2 percent. Similarly positioned golf courses in Southern California typically operate at margins ranging from 15 to 25 percent.
 - ▶ As golf is characterized as a fixed cost business, small changes in revenue have a large impact on net operating income. The following demonstrates the sensitivity of net operating income to minor changes in greens fees (rounds and average rate) assumptions.

GRGC Net Operating Income Sensitivity			
	Baseline	Downside	Upside
Annual Play	55,000	50,000	55,000
Average Greens Fees	\$45	\$45	\$50
Projected Income (\$000)			
Gross Revenue	\$5,250	\$4,920	\$5,525
Less: Cost of Sales	682	655	682
Gross Profit	\$4,568	\$4,265	\$4,843
Less: Operating Expenses	\$3,560	3,550	3,570
Net Operating Income	\$1,008	\$715	\$1,273

Table II-1: GRGC Projected Stable Year Net Operating Income (thousands of constant 2013 dollars)	
Gross Revenue	
Greens Fees	\$2,475
Cart Rental Fees	550
Practice Range	320
Merchandise Sales	275
Food & Beverage-Golfers	330
Food & Beverage-Banquet/Special Events	1,200
Miscellaneous	100
Total	\$5,250
Cost of Sales	
Merchandise	192
Food & Beverage	490
Subtotal	\$682
Gross Profit	\$4,568
Operating Expenses	
Course Maintenance	\$1,105
Golf Operations	615
Food & Beverage	690
Clubhouse Undistributed	250
General & Administrative	750
Capital Improvements Reserve	150
Total	\$3,560
Net Operating Income	\$1,008

III. Project Description and Market Area Characteristics

The following section presents a brief description of the proposed golf course project and general characteristics of the market area.

Project Description

The proposed Great Park Golf Club (GPGC) would be developed on the former El Toro MCAS within the Great Park Neighborhoods master planned residential community. The golf course would be a major component of the Great Park Sports Complex, a multi-use facility offering a broad range of world-class recreational uses.

The golf course is designed as an 18-hole, par-72 regulation length golf course measuring over 7,000 yards from the back tees. The course would be designed as a returning nine routing, with each nine offering two par-3, five par-4 and two par-5 holes. Numerous sets of tees will be offered to accommodate golfers of varying abilities.

A double-ended practice range would be developed, with a commercial tee line of 40-50 tees available for same day golfers and practice. A smaller tee line dedicated to instruction would be developed on the opposite end of the range. The range would be lighted for night use.

The course would be operated out of a large 25,000-square-foot clubhouse, consisting of a golf pro shop, golfer grill, special events areas, cart storage and other support areas. Special events/banquets with seating for as many as 250 guests would be accommodated.

Golf course irrigation is assumed to be provided by the Irvine Ranch Water District. Annual consumption is estimated at 400 acre feet. The water would be delivered to an on-course reservoir (water feature), from which it is pumped into the irrigation system. The current cost of water used for non-agricultural landscaping is \$1.27 per hundred cubic foot unit, or \$550 per acre foot. With pumping expenses, the cost of irrigation water is estimated as follows:

	Annual Amount
Irrigation Water (400 A.F. @ \$550)	\$220,000
Pumping Expenses (@ \$100)	40,000
Total Annual Irrigation Expenses	\$260,000

Location and Access

The Great Park Golf Club property is located within Orange County's Great Park, in the City of Irvine, California. Located within two miles of the confluence of the Santa Ana (Interstate 5) and San Diego (Interstate 405) freeways, regional access to the property is excellent (see Figure III-1). The Interstate 5 and Interstate 405 freeways are two of the north-south transportation corridors serving Orange County.

Local access is very good as well (see Figure III-2). The Great Park is located near the intersection of Highway 133 (Laguna Freeway) and Trabuco Road. Highway 133 is a freeway extending from the San Joaquin Transportation Corridor on the south to the Eastern Transportation Corridor on the north, traversing both the San Diego and Santa Ana Freeways, about one mile north of the confluence of these two freeways. There is a Highway 133 freeway interchange at Irvine Boulevard, a primary north-south arterial located one mile east of Trabuco Road. From Highway 133, the Great Park is accessed by exiting the freeway at Irvine Boulevard, traveling north a short distance to Sand Canyon Avenue, west on Sand Canyon to Trabuco Road, and then south about one mile to the Great Park.

Alternatively, the Great Park can be reached by exiting Interstate 5 at Sand Canyon Avenue, traveling east one mile to Trabuco Road and then south about one mile to the Great Park.



Figure III-1: Great Park Golf Club Regional Access



Figure III-2: Great Park Golf Club Local Access

Market Area Characteristics

Market Area Definition

The primary market area for a golf course is influenced by a number of factors including course quality, rate structure, transportation network and access, location and characteristics of competitive facilities, resident demographic attributes, and other such factors. In most urban markets, the primary market area, from which 65 to 75 percent of play is derived, is typically an area which represents approximately 20 to 30 minutes of driving time. Owing to the quality of the subject course, the location of the property, and the location of existing competitive golf courses, Pro Forma Advisors has defined the primary market area as corresponding to the area within about 15 miles of the subject. This area, representing about a 20- to 30-minute drive time from the subject, is illustrated in Figure III-3. As shown, the primary market area extends from Dana Point on the south to Costa Mesa/Santa Ana on the north, and from Irvine Coast on the west to the Santa Ana Mountain foothills on the east. The secondary market area, from which most of the remaining market support derives, is defined as the balance of the Orange County, corresponding to about a 30- to 60-minute drive time.

Demographic Characteristics

The Great Park is located in the heart of Orange County--nearly all of the 3.09 million County population lies within a 30- to 45-minute drive time. The comparative demographics of the population is shown below:

Table III-1: Orange County Demographic Summary		
	Orange County	California
Population (000)		
2000	2,846.3	33,871.6
2010	3,017.3	37,309.4
2020	3,198.3	40,643.6
2030	3,286.1	44,279.4
Average Annual Growth		
2000-2010	0.59%	0.97%
2010-2020	0.58%	0.86%
2020-2030	0.27%	0.86%
Median Age	36.2	35.3
Population 65+	11.9%	11.7
Median HH Income	\$75,760	\$61,630

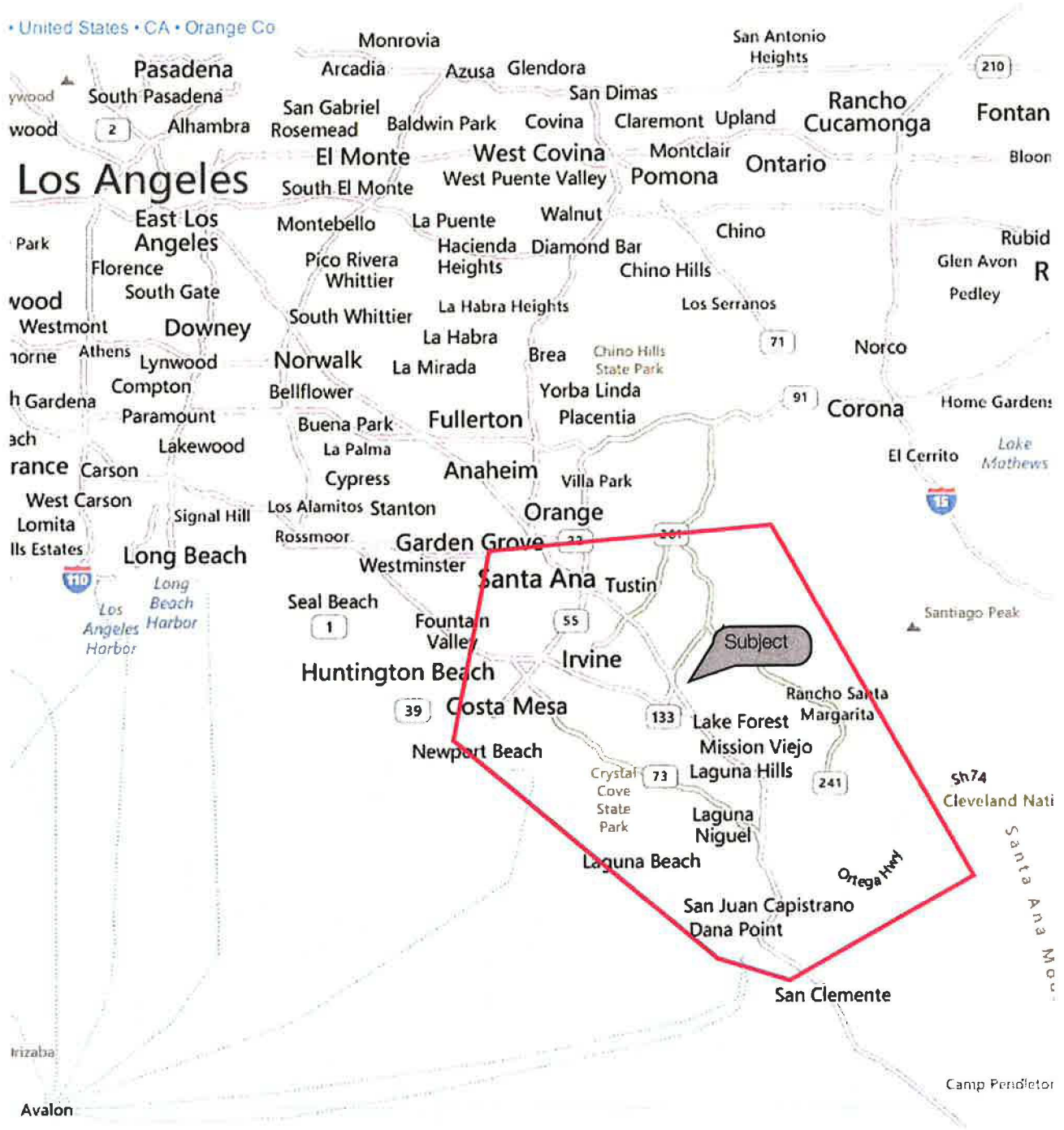


Figure III-3: Great Park Golf Club Primary Market Area

The population residing within an approximate 20-minute drive time of the subject site is just under 900,000, or about 30% of the countywide population. Between 20- and 30-minutes drive time, there is an additional 1.5 million population.

Orange County Population by Distance from Site		
Band	Population	% of Total
0-20 Minutes	900,000	29%
20-30 Minutes	1,500,000	49%
30+ Minutes	690,000	22%
Total	3,090,000	100%

The senior population is particularly important in estimating the demand for golf as the propensity and frequency of play both increase with age.

Orange County Senior Population				
Year	Population (000)			Average % Increase
	65-74	75-84	Total	
2000	148.7	98.0	246.7	---
2010	189.6	113.4	303.0	2.08%
2020	283.9	142.1	426.0	3.47%
2030	367.6	219.1	586.7	3.25%

Thus, while the total population in Orange County is projected to increase at an average rate well under 1 percent per year, the 65-84 year age cohort is projected to increase at an average annual compound rate of 3-4 percent.

Orange County Economic Conditions

Over the years Orange County has transitioned from primarily a bedroom suburban community serving Los Angeles County to a significant economic center. At this time there is a relatively even residential-employment balance.

In the past 10-15 years, Orange County's economy has undergone a fundamental restructuring caused primarily by defense downsizing during the 1990s. This restructuring is manifested by a steady decline in manufacturing employment at the same time employment in consumer and producer services have expanded.

In general, Orange County's job growth has exceeded that of the U.S. consistently over the past 10-20 years. The rate of Orange County employment growth over the past 10-15 years has averaged slightly more than 2.0 percent annually, which has exceeded both U.S. and California employment growth.

The current April 2013 (preliminary) distribution of Orange County payroll employment by industry is summarized as follows:

Industry	Employment April 2013* (000)
Mineral Extraction/Farming	3.8
Construction	73.0
Manufacturing	158.7
Trade, Transportation & Public Utilities	243.8
Information Technology	24.5
Financial Activities	113.8
Professional Services	255.8
Education & Health Services	169.8
Leisure Services	184.5
Other Services	44.8
Government	<u>151.8</u>
Total Employment	1,424.3

*Payroll employment.

As with all major metropolitan areas of California, Orange County was significantly impacted by the severe economic downturn which commenced in the latter part of 2007. Total payroll employment declined from its peak level of 1.52 million in mid-2007 to a low point in March 2010 at 1.34 million, before rebounding sharply to its current level of 1.424 million. The unemployment rate reported in April 2013 is 5.7 percent, down considerably from the 10.0 percent peak recorded in January 2010, and significantly below the April 2013 California unemployment rate of 8.5 percent, and well under the 7.1 percent rate for the nation.

The current economy is relatively diversified, although high-tech industries and tourism represent the two main drivers of the economy. The Orange County economy clearly has stabilized, and the region presently is enjoying an extremely healthy economic recovery.

IV. Golf Market Overview

The following section presents a review and analysis of the national and regional golf market.

National Golf Market Trends

Nationwide, golf play increased steadily between the mid-1980s and 2000. As shown in Table IV-1, during this period, the total number of annual rounds played nationally increased at an average rate of 2.4 percent per year. Golf balls sold, perhaps the best indicator of play, increased at a similar rate (2.5 percent per year). This unprecedented growth in golf play was due to a number of factors including:

- ▶ An increase in the number of golfers,
- ▶ The increasing importance of golf-oriented real estate,
- ▶ Expansion of the golf tourism industry, and
- ▶ One of the longest economic expansions in the nation's history.

The increase in golf demand and the popularity of golf-related housing development during the 1990s stimulated extraordinary expansion of the national golf course inventory, primarily between 1995 and 2002, as summarized in Table IV-2. Over the full 1990-2010 period, the inventory of golf courses in the United States increased by 34 percent, while the U.S. population registered only a 24 percent gain, and golf demand (play) increased only 12 percent over this same period.

Right after the new century started, the first signs of industry problems surfaced, and have persisted for the past 10 years. While total golfers and rounds played are down industrywide, individual golf courses have experienced steeper declines in utilization, along with revenue contraction and falling net operating income, as the market totals are spread over an increased supply of facilities. Further, golf course transaction prices have declined precipitously, bankruptcies and foreclosures have become routine, and new golf course construction has virtually ceased while the number of courses closing now well exceeds new openings. The impact of market softness has been widespread and affected all segments of the market and all geographic areas.

The National Golf Foundation (NGF) reports that over the 2001-2011 period, annual golf play in the United States declined from 518 million to 449 million rounds, or over 13 percent, before rebounding somewhat in 2012. Golf ball sales, perhaps a better indicator of demand, declined by about 20-25 percent over this time period. The golf participation rate, after rising steadily through 2003, has fallen precipitously from 12.4 percent in 2004 to a current level estimated at only 9.2 percent. (It should be noted that the golfer participation rate is based on the number of golfers relative to the population over the age of 6 years old). Since 2007, the golf market has been significantly impacted by the national economic recession. Annual rounds in the U.S., according to industry reports, have declined by nearly 9 percent since 2007. Other independent sources indicate a much more severe contraction, which is borne out by golf ball sales and other market

Table IV-1: Indicators of U.S. Golf Demand (1985-2012)

Year	Rounds (millions)	Number of Golfers ¹ (millions)	Participation Rate ²	Golf Ball Sales ³ (millions of dozens)
1985	365	17.5	10.2	36.0
1990	400	27.8	13.5	42.0
1995	420	25.0	11.6	46.0
2000	518	28.8	11.7	52.2
2001	518	29.5	11.9	50.0
2002	502	29.5	12.0	46.7
2003	495	30.4	12.4	43.4
2004	499	29.5	11.5	43.4
2005	489	29.3	11.2	43.6
2006	493	29.4	11.2	44.0
2007	490	29.5	11.1	43.5
2008	481	28.6	10.7	42.2
2009	477	27.1	10.0	40.1
2010	466	26.1	9.6	.. ^{5/}
2011	460	25.5	9.2	.. ^{5/}
2012	488	25.7	9.0	.. ^{5/}
Average Annual Growth				
1985-1990	1.8%	9.7%	---	3.1%
1990-1995	1.0%	(2.1)%	---	1.8%
1995-2000	4.3%	2.9%	---	2.6%
Subtotal	2.4%	3.4%	---	2.5%
2000-2005	(1.1%)	0.3%	---	(3.5%)
2005-2010	(1.0%)	(2.3)%	---	(2.1%) ^{4/}
2010-2012	2.3%	(0.8)%	---	.. ^{5/}
1/ Represents golfers over 12 years of age. 2/ Estimated by PFA. 3/ Estimated by PFA based on "soft goods" sales recorded by Data Tech and golf ball manufacture sales. 4/ For period 2005-2009. 5/ Data for 2010-2012 not available in comparable format. Source: National Golf Foundation and Pro Forma Advisors LLC.				

Table IV-2: Number of Golf Courses ¹ - U.S.				
Year	Average Annual Courses Added	Average Annual Courses Closed	Total Golf Courses ²	Average Annual Percent Change
1990	---	---	11,105	---
2002	315	15	14,725	2.96%
2006	120	60	14,968	0.80%
2007	115	95	14,988	0.13%
2008	70	105	14,953	(0.23%)
2009	50	100	14,903	(0.33%)
2010	45	110	14,838	(0.44%)
2011	35	140	14,733	(0.71%)
2012	14	155	14,592	(0.96%)

^{1/} 18-hole equivalents.

^{2/} Includes courses added, less courses closed., 2006-2011
 Source: National Golf Foundation; and Pro Forma Advisors.

indicators. Rounds nationally in the United States increased a rapid 5.7 percent in 2012, largely due to favorable weather in most parts of the country.

Since 2002, the construction of new courses has declined sharply, and the rate at which courses have closed has accelerated. Between 2006 and 2012, for example, the number of courses closed exceeded new course openings. New courses have been added to the inventory since 2006 at an annual rate of 70-75 courses per year, while course closings have averaged about 110 per year over this period. Despite the slowing expansion of new supply over the past five years, golf market conditions in most markets continued to deteriorate through 2010, although most markets experienced stabilization in 2011 and slight improvement in 2012 (weather adjusted).

Regional Market Trends

Golf demand in Southern California also has increased steadily over the past 10 to 20 years, with strong growth occurring since the mid- to late-1980s time period. Through the mid-1990s, there was relatively limited expansion of the inventory of golf facilities. In the early 1990s, the municipal golf courses and limited number of daily fee golf courses in Southern California were performing exceptionally well, with municipal golf course play exceeding 100,000 rounds at many Southern California courses and play on daily fee courses in the range of 60,000-80,000 annual rounds.

In response to increasing demand and a static supply situation, a number of golf courses were developed. The total number of public regulation length golf courses that have opened in Southern California since 1995 is summarized in Table IV-3.

Table IV-3: Number of Regulation Length Public Golf Courses Opened by Year									
		Los	San	Inland		Santa		San Luis	
Year	Orange	Angeles	Diego	Empire ¹	Ventura	Barbara	Kern	Obispo	Total
Up to 1995	21.0	40.5	33.0	44.5	12.5	6.5	7.0	5.0	170.0
1996	2.0	0.0	0.0	1.0	0.0	0.0	0.0	1.5	4.5
1997	1.0	0.0	0.0	1.0	0.0	0.0	0.0	1.0	3.0
1998	0.0	0.0	1.0	1.0	0.0	2.0	0.0	0.0	4.0
1999	2.5	1.0	2.0	2.0	2.0	0.0	1.0	1.0	13.5
2000	0.0	4.0	1.0	5.0	1.0	0.0	0.0	0.0	12.0
2001	3.0	0.0	1.0	1.0	1.0	0.0	0.0	0.0	7.0
2002	0.0	0.0	0.0	1.0	2.0	0.0	0.0	0.0	5.0
2003	0.0	1.0	0.5	1.0	0.0	0.0	0.0	0.0	2.5
2004	1.0	1.0	0.0	0.0	0.5	0.0	0.0	0.0	3.0
2005	0.0	0.0	1.0	0.0	0.5	0.0	0.0	1.0	3.0
2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2007	0.0	0.0	1.0	1.0	0.0	0.0	0.0	0.0	2.0
2008	0.0	0.0	0.0	2.0	0.5	0.0	0.0	0.0	3.0
2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2010	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2011	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2012	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
Total	30.5	47.5	40.5	60.5	20.0	8.5	8.0	9.5	225.0
Change 1996-2012)									
Number	9.5	7.0	7.5	16.0	7.5	2.0	1.0	4.5	56.0
Percent	45%	17%	23%	36%	60%	31%	14%	90%	33%

¹Excludes Coachella Valley.

As shown, these additions represent a 33 percent increase in the Southern California public golf course inventory. At the same time, six regulation length public golf courses have been closed in Southern California (Inland Empire and Orange County) over the past 6-7 years, reducing the net increase to 50 courses (29% net increase).

Orange County, with a current inventory of 28 regulation length public courses (closings include Green River 18-hole Orange Course, El Toro 18-hole course, and Ridgeline 9-hole course), represents 13.5% of the total inventory, while the County has accounted for over 17% of the additions to the inventory since 1995. There have been 9.5 new courses (18-hole equivalents) added to the golf course inventory in Orange County since 1995, providing many more options for residents of the region. No new golf courses have entered the Southern California golf market in the past four years, and none are expected to be added in the next 3-5 years. As noted, 2.5 regulation length golf courses in the County have closed over recent years.

All of the public golf course inventory expansion in Orange County was concentrated in the upper-mid and high-end course market segments such that the inventory of high quality public access courses increased from five courses in 1995 (Pelican Hill-36, Monarch Beach, Tustin Ranch, and Tijeras Creek) to 13 currently (see Table IV-4). There have been no new golf courses added to the inventory in Orange County since Arroyo Trabuco Golf Club opened in 2004.

Table IV-4: Inventory of Orange County High Quality Daily Fee Golf Courses				
Course	# of Holes	Year Opened	Posted 18-Hole Greens Fees*	
			Weekday	Weekend
Monarch Beach	18	1983	\$185	\$210
Tustin Ranch	18	1989	110/55	160/90
Tijeras Creek	18	1990	95/60	120/80
Pelican Hill	36	1991	290	290
Coyote Hills	18	1996	70/55	90/75
Oak Creek	18	1996	130/79	175/115
Strawberry Farms	18	1997	110/75	160/115
Westridge	18	1999	58	86
Talega	18	2000	80/55	100/75
Mile Square	18	2001	38	60
Black Golf	18	2001	87/67	115/87
Arroyo Trabuco	18	2004	72/59	101/89

* Non-resident rates/resident rates. Rates include cart fee.

Orange County Supply/Demand Conditions

There are 28 regulation length public access golf courses currently serving Orange County residents, generating an estimated 1,650,000 rounds annually. The inventory of public golf courses by market positioning is distributed as follows:

Orange County Inventory of Regulation Length Public Golf Courses				
Market Positioning	Greens Fees	Number of Courses	Percent Distribution	Average Annual Rounds/Course
Entry Level	Below \$30	9	32%	70,000
Mid-Market	\$30-\$45	8	29%	58,000
Upper-Mid Market	\$45-\$75	7	25%	52,000
High-End	\$75+	5	18%	38,000
Total	---	28	100%	59,000

In Orange County, a disproportionately large share of the current inventory of golf courses is concentrated in the upper-mid and high-end segments of the market. Conversely, there is a disproportionately low number of golf courses in the entry level and mid-market segments of the market. The availability of higher quality, affordable golf courses to the east in the Inland Empire provides additional capacity to golfers seeking more affordable greens fees.

The average play levels for the varying classes of courses are generally within a reasonable range for their market positioning, thus suggesting the market is near an equilibrium position. In particular, the mid-market and upper-mid market segments show reasonable market strength.

One indicator of golf market conditions is the ratio of population to golf courses. Table IV-5 presents the population per golf course ratio for Orange County compared with the State of California for two benchmark years--1990 and 2012. As shown, the current ratio for Orange County of 110,350 population per golf course is well above the statewide ratio of 76,020, indicating that there are fewer public golf courses supplied in Orange County relative to its population (demand) when compared with the State as a whole.

Suburban areas like Orange County typically require one 18-hole regulation length golf course per 100,000 population. Based on this demand factor, the County golf market is roughly in-balance at present, which is consistent with the overall health of the golf courses operating in the market. Again, though, the high end of the market is oversupplied, while the mid-market is undersupplied at present.

Year	Population (millions)		Number of Public Access Golf Courses		Population per 18-hole Golf Course	
	Orange County	California	Orange County	California	Orange County	California
1990	2.41	29.32	19.5	330	123,590	88,900
2012	3.09	37.25	28.0	490	110,350	76,020
Increase (Decrease)						
Number	0.68	7.93	10.0	160	(13,240)	(12,880)
Percent	28.2%	27.1%	51.3%	48.5%	(10.7%)	(14.5%)

Golf Course Survey

Selected characteristics of a number of higher quality public access golf courses in Orange County is presented in Table IV-6. Courses surveyed include the following:

- ▶ Coyote Hills Golf Club, Fullerton
- ▶ Black Gold Golf Club, Yorba Linda
- ▶ Arroyo Trabuco Golf Club, Mission Viejo
- ▶ Strawberry Farms Golf Club, Irvine
- ▶ Oak Creek Golf Club, Irvine
- ▶ Westridge Golf Club, La Habra
- ▶ Tijeras Golf Club, Rancho Mission Viejo
- ▶ Tustin Ranch Golf Club, Tustin
- ▶ Talega Golf Club, San Clemente
- ▶ Mile Square Golf Course, Fountain Valley
- ▶ Anaheim Hills Golf Course, Anaheim
- ▶ Rancho San Joaquin Golf Course, Irvine

Table IV-6: Selected Characteristics of Orange County Regional Golf Courses

Course	Coyote Hills	Black Gold	Arroyo Trabuco	Strawberry Farms	Oak Creek	Westridge
Location	Fullerton	Yorba Linda	Mission Viejo	Irvine	Irvine	La Habra
Course Architect	Cal Olson	A. Hills	Lehman/O'Callahan	Jim Lipe	Tom Fazio	Pascuzzo/Graves
Owner	Coyote Hills Inv.	City of Yorba Linda	DMB	Jamison	The Irvine Company	Westridge Golf
Operator	American Golf	Kemper	Donovan	Jamison	Irvine Company	LMT Mgmt.
Year Opened	1996	2001	2004	1997	1996	1999
Number of Holes	18	18	18	18	18	18
Par	70	72	72	71	71	72
Course Length (back/middle)	6,510/6,007	6,856/6,439	7,011/6,602	6,712/6,287	6,834/6,515	6,600/5,885
Rating (back/middle)	71.1/68.6	73.1/71.6	73.7/71.3	72.7/70.4	71.9/70.3	72.7/68.8
Slope (back/middle)	128/120	133/130	134/129	134/129	127/123	135/126
Greens Fees (reg/club)						
18 Holes						
Weekday	\$70/55	\$87/67	\$72/59	\$110/75	\$130/79	\$58
Weekend	90/75	\$115/87	101/89	160/115	175/115	\$86
Twilight/9 Holes						
Weekday	45/40	\$55	57/48	75	75	\$44
Weekend	55/50	\$75	74/64	100	95	\$54
Super Twilight						
Weekday	30	\$39	40/35	50	55	\$34
Weekend	30	49	50/40	75	65	\$44
Seniors						
Weekday	49	\$52/43	55	65	85	\$44
Weekend	---	---	75	---	---	---
Estimated Avg. Rate	\$55	\$60	\$55	\$80	\$90	\$45
Annual Loyalty Card	\$249	---	\$135	\$395	\$219	---
Cart Fees (per player)	Included	Included	Included	Included	Included	Included
GPS Available	Included	Included	---	Yes	No	Yes
Range Balls Incl.	Yes	No	No	In WE rate	No	No
Facilities						
Clubhouse Size (s.f.)	20,000	20,000	18,000	7,000	10,000	15,000
Seating Capacity	230	200	300	350	75	485
Driving Range	Yes	Yes	Yes	Yes	Yes	Yes
# of Tees	45	22	35	35	65	35
Annual Rounds	54,000	50,000	55,000	44,000	48,000	60,000
% Twilight/9-Hole Play	20%	15%	15%	15%	12%	20%

Table IV-6 (continued): Selected Characteristics of Orange County Regional Golf Courses

Course	Tijeras Creek	Tustin Ranch	Talega	Mile Square	Anaheim Hills	San Joaquin
Location	Santa Margarita	Tustin	San Clemente	Fountain Valley	Anaheim	Irvine
Course Architect	Ted Robinson	Ted Robinson	Schmidt-Curley	Rainville	Richard Bigler	Wm. F. Bell
Owner	Pacific Mutual	Sanyo Foods	Talega Invest	Golf Partnership	Anaheim	American Golf
Operator	OB Sports	Crown	Talega Invest	Golf Partnership	Championship Golf Services	American Golf
Year Opened	1990	1989	2000	1969/2001 ^{1/}	1972	1970
Number of Holes	18	18	18	36	18	18
Par	72	72	72	72/72 ^{1/}	71	72
Length (back/middle)	6,918/6,547	6,803/6,446	6,951/6,583	6,629/6,460 ^{1/}	6,249/6,009	6,431/6,158
Rating (back/middle)	73.4/71.1	72.4/70.6	73.6/71.8	71.2/70.7 ^{1/}	69.6/68.4	70.8/69.7
Slope (back/middle)	136/129	129/124	137/130	126/119 ¹	117/114	128/125
Greens Fees (reg/club)						
18 Holes						
Weekday	\$95/60	\$110/55	\$80/55	\$34/38 ^{1/}	\$48/39	\$42
Weekend	120/80	160/90	100/75	\$48/60 ^{1/}	66/56	59
Twilight/9 Holes						
Weekday	75/50	75/45	60/45	\$19/21 ^{1/}	32/26	35
Weekend	95/70	90/65	80/65	\$25/31 ^{1/}	40/32	45
Super Twilight						
Weekday	\$45	30	45	---	20	27
Weekend	\$45	45	55	---	20	27
Seniors						
Weekday	60/50	68	65	---	\$36	29
Weekend	---	---	\$85	---	---	---
Estimated Avg. Rate	\$60	\$65	\$55	\$45	\$34	\$30
Annual Loyalty Card	\$149	\$480	\$250	---	\$175	---
Cart Fees (per player)	Included	\$20	Included	\$13 per person	Included	Included
GPS Available	No	Yes	Yes	No	Yes	No
Range Balls Incl	Yes	No	No	45%	100%	No
Facilities						
Clubhouse Size (s.f)	10,000	8,000	15,000	15,000	30,000	8,000
Seating Capacity	300	230	150	300	350	175
Driving Range	Yes	Yes	Yes	Yes	Yes	Yes
# of Tees	40	40	30	40	30	50
Annual Rounds	53,000	50,000	46,000	120,000	48,000	84,000
% Twilight/9-Hole Play	15%	10%	18%	20%	20%	25%

Rounds and rates at golf courses surveyed is summarized in Table IV-7.

Table IV-7: Summary of Rounds and Rates at Orange County Courses Surveyed					
Golf	Standard Rates		Resident/Loyalty Club Rates		Annual
Course	Weekday	Weekend	Weekday	Weekend	Rounds
Coyote Hills	\$70	\$90	\$55	\$75	54,000
Black Gold	87	115	67	87	50,000
Arroyo Trabuco	72	101	59	89	55,000
Strawberry Farms	110	160	75	115	44,000
Oak Creek	130	175	79	115	48,000
Westridge	58	66	58	66	60,000
Tijeras Creek	95	120	60	80	53,000
Tustin Ranch	110	170	55	90	50,000
Talega	80	100	55	75	46,000
Mile Square	51	73	51	73	120,000
Anaheim Hills	48	66	39	56	48,000
Rancho San Joaquin	42	59	42	59	84,000

Based on a survey of a selected sample of the higher quality facilities serving the area, the following observations are offered.

- ▶ Entry level and mid-market public access golf courses in Orange County continue to operate at high volume, with the demand for these relatively affordable golf courses exceeding the existing supply.
- ▶ The upper-mid-market and high-end segments of the Orange County public golf market are highly competitive. There are numerous options available to regional golfers seeking a higher level golf experience at greens fees exceeding \$50 on weekdays and \$75 weekends.
- ▶ The regional public golf market, like virtually all other areas of Southern California, experienced a sharp downturn with the onset of the severe economic recession of 2007, although the market has clearly stabilized in 2012 and shown modest improvement in 2013. Even with the modest gains in the past two years, play levels at most golf courses in the region are still 10-15 percent below their levels achieved in the 2007-2008 period.
- ▶ There are a number of high quality golf options available to Orange County residents in the Inland Empire. These golf courses in the western Riverside and San Bernardino County area offer a high quality golf experience at greens fees which are discounted 30% to 50% compared with comparable Orange County courses.
- ▶ Over the past four years, posted weekday and weekend greens fees have generally remained unchanged, with some courses reducing, and some increasing, rates slightly.
- ▶ Numerous specials and other discounts have increased in importance in recent years, primarily related to weekday play. Increasingly, frequent player clubs and other loyalty programs have been offered which feature discounted greens fees.
- ▶ As a result, the average greens/cart fee declined slightly at most courses between 2001 and 2007, showing more pronounced declines in 2008-2012 period.
- ▶ Weekend play levels remain moderately strong. However, there is strong competition for golf play during weekdays.
- ▶ Many of the higher quality daily fee golf courses in the region offer an annual membership program. Typically, these courses offer a range of programs such as 7-day unlimited golf, weekday unlimited golf, single memberships, family memberships, and corporate memberships in an effort to tailor the offering to individual needs. At many courses, 50-100 such memberships are sold annually. Unlimited 7-day annual memberships are priced between \$3,000 and \$4,000 for single and \$4,000 to \$5,000 for couples/families. Weekday annual memberships typically are discounted about 40 percent.
- ▶ There also are numerous programs which require a nominal annual fee (less than \$200) which provide greens fee discounts. In effect, these are loyalty programs. Greens fee discounts generally range from 10 to 20 percent off posted rates at mid-market courses, and 25 to 50% at high-end courses. Discounts of 10 to 15 percent applied to merchandise and food and beverage sales also are offered.

V. Great Park Golf Club Market Potential

Based on the characteristics of the Great Park Golf Club and golf market considerations, potential performance for an 18-hole public access golf course within the Great Park in Irvine is presented below.

Market Positioning

There are 28 regulation length public access golf courses in Orange County serving a broad spectrum of the market, from entry level courses such as Willowick in Garden Grove to Pelican Hill on the Irvine Coast. As previously noted, the Orange County golf market, overall, is generally in-balance. Typically, 10-20 percent of the public golf course inventory is positioned to serve the high end of the market. In Orange County, 10-12 of the 28 golf course are classified as upper-mid or high-end daily fee courses, indicating that the high end segment of the golf market is over-served. At the same time, the entry level and mid-market segments of the public golf market are under-served at present. The under-served character of the market is evidenced by the high play levels on the municipal golf courses serving the market, which averages about 75,000 to 80,000 rounds per 18-hole golf course per year.

The notable strength in the Southern California golf market is the mid- to upper-mid daily fee market segment--those golf course which provide a quality golf experience at a relatively affordable price. These high value courses command 18-hole greens fees of \$35-\$45 on weekdays and \$50-60 on weekends, plus cart. Prime examples of Southern California golf courses developed over the past 15 years which are oriented toward the mid- to upper-mid market include:

Course	Location	Greens Fees (including cart)		Annual Rounds
		Weekday	Weekend	
Rustic Canyon	Moorpark	\$58	\$81	55,000
Encinitas Ranch	Encinitas	61	78	65,000
Goose Creek	Mira Loma	49	75	55,000
Arroyo Trabuco	Mission Viejo	59	89	60,000
The Vineyards	Escondido	49	65	55,000

The appropriate positioning for a golf course depends on numerous factors including, but not limited to, market demographics, competitive courses, development objectives, available funding, and support facility requirements. For the development of the Great Park Golf Club, an upper-mid-market positioning appears to be warranted. In effect, the golf course would be positioned similarly to regional golf courses such as Arroyo Trabuco, Black Gold, Coyote Hills and Tijeras Creek, and just below the higher end daily fee courses such as Oak Creek and Strawberry Farms. Over the past 10 years, this segment of the golf market has proven to be the most productive as it provides the greatest value to golfers, combining quality golf experience with relatively affordable pricing.

It is recommended that the Great Park Golf Club be positioned to serve the mid- to upper-mid public golf market segment. A greens fees structure of \$45 weekday (\$60 including cart) and \$65 weekend (\$80 including cart) is considered reasonable and attainable:

	Greens Fees (excluding cart)	
	Weekday	Weekend
18-Hole Standard	\$45	\$65
Senior	\$35	---
Junior	\$20	\$25
Twilight	\$25	\$40
Super-Twilight	\$20	\$20

Carts would be optional, with an 18-hole fee of \$15 per golfer (\$10 for twilight and super-twilight).

Golf Course Utilization

Given the greens fees structure, stabilized annual play is projected at 55,000 rounds, expected to be reached within three years of opening. About 70% of play is expected to derive from residents of the primary market area (20-minute drive time), or just under 40,000 rounds per year. Most of the balance of the play would derive from Orange County residents outside the primary market area.

VI. Projected Financial Performance

Based on the data and analysis presented in earlier sections of the report, the following section contains projections of financial performance for the proposed Great Park Golf Club.

Operating Assumptions

Net operating income for the Great Park Golf Club is projected based on a series of underlying factors and assumptions. Subsequently, the economics of the golf course is tested by varying several of the key assumptions.

Projectwide Assumptions

The principal baseline projectwide assumptions are as follows:

- ▶ The course is operated as a public access course.
- ▶ The golf course is assumed to be owned by a public agency, and thus not subject to possessory interest property taxes.
- ▶ A state-of-the-art, double ended practice range is developed as part of the overall complex.
- ▶ The golf course is operated by a professional golf course management company under a fee-for-service operating agreement.
- ▶ All management, operating and maintenance is provided by golf course employees at the prevailing private sector compensation structure.
- ▶ The golf course is supported by a 25,000-square-foot clubhouse, which includes a covered 5,000-square foot pavilion and 5,000-square-foot cart storage component.
- ▶ The source of golf course irrigation water is the Irvine Ranch Water District. Consumption is estimated at 400 acre feet per year, and the water is priced at \$550 per acre foot (\$1.27 per CCF), the "base" rate for non-agricultural landscape uses.
- ▶ Operating expenses include cart lease payments and a maintenance equipment replacement reserve/lease payment allowance. No provision for depreciation, amortization or interest is included. An allowance for a typical golf course professional management fee is included.
- ▶ The food and beverage operation is under the full direction of the golf course operator.
- ▶ All revenue and expense factors shown in this documentation are expressed in constant 2013 dollars.

Project Revenues

The following revenue assumptions are considered reasonable and consistent with the preferred market positioning of the golf course. Note that all monetary values are expressed in constant 2013 dollars.

Annual Rounds

Annual total rounds, including complimentary play, are projected as follows (assumes no resident discounts are offered):

<u>Year</u>	<u>Annual Rounds</u>
1	50,000
2	53,000
3+	55,000

Paid rounds are expected to account for 95% of total rounds played.

Greens Fees

The average greens fees generated at a course reflects the posted greens fees, senior rates, other discount programs offered, and mix of play. The greens fees revenue per daily fee round is projected at \$45, based on a standard 18-hole greens fees structure of \$45 weekdays and \$65 weekends, excluding cart, and a senior rate of \$35, excluding cart.

Cart Revenue

Cart fees are \$15 per player for 18 holes and \$10 per player for twilight/9-hole play. Cart utilization is estimated at 70-80%, yielding average cart revenue of \$10 per round.

Practice Range

GRGC will feature a state-of-the-art, double-ended, golf practice range with 40 tee stations on one end for same-day golfers and practice, and 10-15 tee stations on the far end dedicated to instruction. With night lighting, gross revenue is projected at \$8,000 per tee station (40 stations) per year, or \$320,000 annually at stabilization.

Merchandise

Merchandise revenue is projected at \$5.00 per round.

Food and Beverage

Food and beverage revenue is projected at \$6 per golfer, plus \$1.2 million in banquet/special event and non-golfer revenue.

Other Miscellaneous Revenue

Revenue from club rentals, site fees, tournament fees, instruction, and the like is estimated at \$100,000 per year.

Cost of Sales

The cost of sales relates to the cost of retail merchandise and food and beverage purchased for resale:

Department	Percent of Revenue
Retail Merchandise	70%
Food and Beverage	32%

Operating Expenses

Operating expense projections reflect operation of the Great Park Golf Club by a typical national professional golf operator. Table VI-1 presents comparative operating expenses at selected high quality daily fee golf courses by major expense category. Note that food and beverage expenses have been excluded as these relate specifically to the type and magnitude of food service offered.

Pro Forma Advisors' estimate of stable-year operating expenses for the Great Park Golf Club, with appropriate adjustments, also are shown in the table. The estimated expenses include a provision for course capital replacement reserve and management fee.

The following briefly discusses the principal expenses.

Course Maintenance

Excluding water and maintenance equipment replacement reserves, annual course maintenance is projected at \$775,000 (\$43,000 per hole). This level is in line with comparable upper-mid-market daily fee courses in Southern California. The salaries reflect a full-time maintenance staff of about 14 and are consistent with the wage structure of multi-course professional operators in the region.

The total cost for course irrigation water and utilities are based on water consumption of 400 acre-feet of potable water at \$550 per acre-foot (\$1.27 per hundred cubic feet). In addition, pumping expenses of \$40,000 per year (\$100 per acre-foot) are included.

An expense allocation of \$75,000 for lease of maintenance equipment is consistent with maintaining a full complement of high quality maintenance equipment.

	A	B	C	D	E	Great Park Golf Club Projected
Course Maintenance						
Salaries and Benefits	\$ 500	\$ 595	\$500	\$ 495	\$450	\$550
Services and Supplies	320	294	210	220	283	225
Water and Utilities	205	185	375	275	350	255
Maintenance Equipment	45	---	10	140	8	75
Subtotal	\$1,070	\$1,074	\$1,095	\$1,130	\$1,091	\$1,105
Golf Operations						
Salaries and Benefits ¹	\$165	\$ 250	\$130	\$ 245	\$131	\$200
Cart Leases	85	65	140	75	141	130
Outside Services	100	50	125	90	123	175
Practice Range	15	50	50	55	50	75
Services and Supplies	20	34	55	85	56	35
Subtotal	\$385	\$ 450	\$500	\$ 550	\$501	\$615
Clubhouse Undistributed	\$195	\$ 59	\$200	\$ 60	\$198	\$250
General and Administrative						
Salaries and Benefits	\$125	\$ 143	185	\$ 200	\$186	\$175
Insurance	60	4	45	30	46	50
Property Taxes	200	284	195	15	197	---
Advertising and Marketing	60	84	---	25	---	150
Credit Card	90		60		---	75
Services and Supplies	215	146	105	185	156	150
Base Management Fee	180	154	---	165	---	150
Subtotal	\$930	\$ 815	\$590	\$ 720	\$585	\$750
Course Capital Reserve	---	---	---	---	---	150
Total	\$2,580	\$2,397	\$2,385	\$2,460	\$2,375	\$2,870

Golf Operations

The Great Park Golf Club will provide a high level of customer service. Overall, Pro Forma Advisors has projected stable-year golf operations expenditures consistent of the average of the high-end daily fee courses shown. Again, the staffing and wage levels are consistent with experience at professionally managed courses.

Clubhouse Undistributed

Undistributed clubhouse expenses (utilities, landscape maintenance, janitorial, replacement reserves, maintenance supplies, and repairs) typically are in the range of \$10 per square foot of building area (including cart storage) per year. Undistributed expenses for the 25,000-square-foot clubhouse for GPGC are indicated at \$250,000, equal to \$10.00 per square foot per year.

Food and Beverage

Food and beverage operating expenses at comparable Southern California high-end daily fee courses typically represent 40 to 50 percent of gross food and beverage revenue. Pro Forma Advisors projects a ratio of 45 percent for GPGC, reflecting the substantial portion of revenue attributable to banquets and special events, where operating expense ratios are relatively low.

General and Administrative

- ▶ **Salaries and Benefits** - With a professional management company overseeing operations and providing specialized backup resources, Pro Forma Advisors projects on-site G&A payroll at \$175,000 annually.
- ▶ **Property Taxes** - As noted, this analysis assumes the course is owned by a public agency and operated under a fee-for-service management agreement. As such, the golf course would not be subject to possessory interest property taxes.
- ▶ **Insurance** - General liability and property insurance is projected at \$50,000 per year for the 18-hole facility and clubhouse. Typically, insurance ranges from \$40,000-\$75,000 per 18-hole course.
- ▶ **Advertising** - Pro Forma Advisors projects a \$150,000 annual advertising budget, equal to just under 3.0 percent of gross revenue.
- ▶ **Other Services and Supplies** - Other expenses are estimated at \$225,000 per year for supplies, printing, travel, entertainment, credit card fees, telephone, audit, data processing, and other similar expenses.
- ▶ **Management Fee** - Management fees (base plus incentive) for courses of this caliber generally range from \$120,000 to \$200,000 per year, or about 3-4 percent of gross revenue. Pro Forma Advisors has



included a base management fee of \$150,000 (FY2013 dollars) per year, equal to about 3.0 percent of stabilized gross revenue.

Course Capital Reserve

An allocation of \$150,000 per year for course replacement reserve (irrigation system, greens, tees, bunkers, water features, clubhouse, and support facilities), which equates to about 3.0 percent of gross revenue, is consistent with other high quality daily fee golf courses.

Stable Year Net Operating Income

Net operating income is defined as earnings before interest, taxes, depreciation and amortization (EBITDA). Allowances for cart lease and maintenance equipment lease/replacement reserve, and an overall capital improvement replacement reserve fund, are included in the analysis.

Based on the series of estimates and assumptions presented above, stable-year net operating income for the Great Park Golf Club is projected in Table VI-2. As shown, based on a stabilized play level of 55,000 rounds, stable-year net operating income is projected at just over \$1 million on gross revenue of \$5.25 million. The projected net operating income is expressed in constant 2013 dollars.

The operating margin, defined as the ratio of net operating income (EBITDA) to total gross revenue, is projected at 19.2 percent. Depending on the volume of food and beverage revenue, where operating margins tend to be lower than that for golf departments, operating ratios for similarly positioned golf courses in Southern California typically range from 15% to 25%.

Table VI-2: Great Park Golf Club Stabilized Net Operating Income		(thousands of
constant 2013 dollars)		
Gross Revenue	Greens Fees (55,000 @\$45.00)	\$2,475
	Cart Fees (@\$10.00)	550
	Practice Range	320
	Pro Shop/Merchandise (@\$5.00)	275
	Food & Beverage-Golfers (@\$6.00)	330
	Food & Beverage-Special Event/Banquet	1,200
	Other Miscellaneous	100
	Gross Revenue	\$5,250
Cost of Sales	Pro Shop/Merchandise (@70%)	\$192
	Food & Beverage (@32%)	490
	Subtotal Cost of Sales	\$682
Gross Profit	Gross Profit	\$4,568
Operating Expenses		
Course Maintenance	Salaries & Benefits	\$550
	Water & Utilities	225
	Services & Supplies	255
	Maintenance Equip. Replacement Reserve	75
	Subtotal Course Maintenance	\$1,105
Golf Operations	Pro Shop Staff	\$200
	Cart Lease/GPS lease	130
	Cart/Range/Outside Services	250
	Services & Supplies	35
	Subtotal Golf Operations	\$615
Food & Beverage	F&B Operating Expenses (@45%)	\$690
Clubhouse Undistributed	Clubhouse Undistributed (@\$10/sf)	\$250
General & Admin	Salaries & Benefits	\$175
	Insurance	50
	Property Taxes	---
	Other Services/Supplies	225
	Advertising & Promotion	150
	Base Management Fee	150
	Subtotal G&A	\$750
Capital Reserve	Capital Reserve	\$150
Total Expenses		\$3,560
Net Operating Income		\$1,008

Sensitivity Analysis

As golf is characterized as a fixed cost business, small changes in revenue have a large impact on net operating income. The following demonstrates the sensitivity of net operating income to minor changes in greens fees (rounds and average rate) assumptions.

	Baseline	Downside	Upside
Annual Play	55,000	50,000	55,000
Average Greens Fees	\$45	\$45	\$50
Projected Income (\$000)			
Gross Revenue	\$5,250	\$4,920	\$5,525
Less: Cost of Sales	<u>682</u>	<u>655</u>	<u>682</u>
Gross Profit	\$4,568	\$4,265	\$4,843
Less: Operating Expenses	<u>3,560</u>	<u>3,550</u>	<u>3,570</u>
Net Operating Income	\$1,008	\$715	\$1,273

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of January 25, 2017, by and between the CITY OF IRVINE, a municipal corporation ("City"), and PASCUZZO GOLF DESIGN, a California corporation ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

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

B. Description of Services/Goods to be Provided: Golf design review services in accordance with PART IV, Scope of Services, included herein, reference RFP 17-1196.

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on February 7, 2017 ("Commencement Date") and shall continue through June 30, 2018.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Chris Koster email: ckoster@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
Damian Pascuzzo, email: damian@pascuzzopate.com

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

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

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

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

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

CITY OF IRVINE

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

PASCUZZO GOLF DESIGN

By: _____
Its: _____

By: _____
Its: _____

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

Contractor Information
Address for Notices and Payments:

5170 Golden Foothill Parkway
El Dorado Hills, CA 95762

Attn: Damian Pascuzzo
Telephone: 916-941-8692
Email: Damian@pascuzzopate.com

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

1.7 Identity of Persons Performing Work.

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

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

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

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

SECTION TWO: INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

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

Additional Insured Endorsements shall not:

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

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

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

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

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

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

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

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

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

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

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be

imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

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

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

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

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

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

compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

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

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

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

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

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

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

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

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

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

3.17 Conflicts of Interest.

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

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

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

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

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

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

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to

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

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

<u>To City:</u>	City of Irvine One Civic Center Plaza (92606) (Hand Deliveries) P. O. Box 19575 Irvine, CA 92623-9575
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Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

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

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

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party

is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

- 1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

PART IV
SCOPE OF SERVICES

Services shall be performed as set forth below.

Work with the City to establish realistic goals for the project that benefit and protect the City's interest.

Evaluate the proposed golf course design and development budget.

Advise the City on design as it relates to water consumption and suggest alternatives to reduce water use.

Explore value engineering that can reduce development and maintenance costs.

Review design of golf course and practice facilities and how they work with the course, clubhouse, cart staging, parking, customer arrival and maintenance for efficient and smooth operation.

PART V
BUDGET

Pricing shall be as set forth below.

Hourly Rate: \$150.00

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed \$24,000** including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

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

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

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

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

Contractors should submit invoices electronically to:

invoicesubmittal@cityofirvine.org

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

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: _____

WORKERS' COMPENSATION DECLARATION

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

(CHECK ONE APPLICABLE BOX BELOW)

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

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

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

Dated:	
Contracting Firm:	
Signature:	
Title:	
Address:	

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of January 25, 2017, by and between the CITY OF IRVINE, a municipal corporation ("City"), and NATIONAL GOLF FOUNDATION CONSULTING, INC., a Florida corporation ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

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

B. Description of Services/Goods to be Provided: Golf design review services in accordance with PART IV, Scope of Services, included herein, reference RFP 17-1196.

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on February 7, 2017 ("Commencement Date") and shall continue through June 30, 2018.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
Chris Koster email: ckoster@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
Ed Getherall, email: egetherall@ngf.org

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

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

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

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

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

CITY OF IRVINE

**NATIONAL GOLF FOUNDATION
CONSULTING, INC.**

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

By: _____
Its: _____

By: _____
Its: _____

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP



Jeffrey Melching

Contractor Information
Address for Notices and Payments:

501 N. Highway A1A
Jupiter, FL 33477

Attn: Ed Getherall
Telephone: 561-744-6006
Email: egetherall@ngf.org

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

CITY OF IRVINE

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

**NATIONAL GOLF FOUNDATION
CONSULTING, INC.**

By: Ed Getherall
Ed Getherall
Its: Director of Consulting Services

By: _____
Its: _____

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

Contractor Information
Address for Notices and Payments:

501 N. Highway A1A
Jupiter, FL 33477

Attn: Ed Getherall
Telephone: 561-744-6006
Email: egetherall@ngf.org

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

1.7 Identity of Persons Performing Work.

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

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

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

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

SECTION TWO: INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

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

Additional Insured Endorsements shall not:

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

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

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

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

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

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

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

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

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

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

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be

imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

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

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

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

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

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

compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

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

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

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

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

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

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

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

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

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

3.17 Conflicts of Interest.

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

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

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

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

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

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

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to

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

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

<u>To City:</u>	City of Irvine One Civic Center Plaza (92606) (Hand Deliveries) P. O. Box 19575 Irvine, CA 92623-9575
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Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

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

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

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party

is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

Part III
Part II
Part IV
Part V
Part I

PART III

SPECIAL PROVISIONS

- 1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

PART IV
SCOPE OF SERVICES

Services shall be performed as set forth below.

Review national and regional trends in public golf operations and performance.

Conduct a competitive market analysis, focused on local demand and supply conditions.

Assess food and beverage service opportunities.

Evaluate possible City operating models for maximization of performance and success.

Review of marketing and communications strategies that will be required to maximize performance.

Assess non-golf programming and/or partnership opportunities that could be incorporated into the new golf course development.

Projection of future financial performance of the new golf course facility.

PART V
BUDGET

Pricing shall be as set forth below.

Included in the total compensation are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed \$19,500** including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

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

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

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

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

Contractors should submit invoices electronically to:

invoicesubmittal@cityofirvine.org

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

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: _____

WORKERS' COMPENSATION DECLARATION

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

(CHECK ONE APPLICABLE BOX BELOW)

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

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

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

Dated:	
Contracting Firm:	
Signature:	
Title:	
Address:	

3.7



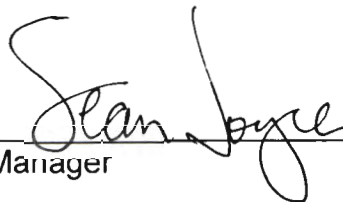
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 24, 2017

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



Director, Orange County Great Park



City Manager

RECOMMENDED ACTION

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

EXECUTIVE SUMMARY

On November 26, 2013, the Board and Council approved the Second Agreement with City of Irvine as Adjacent Landowner (ALA II) between the City of Irvine and Heritage Fields El Toro, LLC (Heritage Fields). The ALA II provides for the financing, design, and construction of approximately 688 acres of the Orange County Great Park by Heritage Fields. The 688 acres includes a 194-acre Sports Park consisting of a variety of significant sports-related facilities that include soccer, baseball, basketball, tennis, and volleyball, all to be constructed in phases over the course of five years.

On September 8, 2015, the City Council unanimously approved the use of \$4,686,314 in Quimby Park-in-Lieu Funds (Quimby Funds) for enhancements within the Sports Park. On August 9, 2016, the City Council approved a Letter Agreement with Heritage Fields specifying the terms and procedures governing the payment for those Sports Park design enhancements. The letter authorized an escrow account through which Heritage Fields has drawn funds for construction of the designated enhancements.

As construction of the Sports Park has progressed, several additional opportunities have been identified to improve long-term functionality and better address safety conditions at the Sports Park as summarized below:

- Enhanced controlled access bollards at pedestrian entry points for improved safety and ease of operation by first responders
- Data and domestic water connection to police mobile command centers
- Additional storage rooms in two utility enclosures
- Installation of an additional domestic waterline near Visitors Center to create backup for fire hydrants and building plumbing

Staff is recommending a budget modification appropriating \$92,176 in Quimby Funds to pay for the enhancements. Staff is also recommending approval of Amendment No. 1 to the Letter Agreement with Heritage Fields governing the payment for Sports Park design enhancements. The amendment contains a brief description of the four enhancements above and includes them in the scope of the agreement, allowing Heritage Fields to draw on the escrow account to pay for materials and installation.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

On November 26, 2013, the City Council approved the Second Agreement with City of Irvine as Adjacent Landowner (ALA II) between the City of Irvine and Heritage Fields. The ALA II sets forth the concept plans and programming for the development of 688 acres within the Orange County Great Park. The ALA II further subdivided the 688-acre Great Park Improvement Area into a number of subareas, one of which is the Sports Park. Construction of Phase 1 of the Sports Park is underway and includes a 2,500 seat soccer stadium, six soccer fields, six volleyball courts, 25 tennis courts, and associated support buildings.

On August 11, 2015, the City Council approved \$4,506,314 in Quimby Funds to be used for selected design enhancements within the Sports Park. Quimby Funds were designated because the City Council-selected enhancements were beyond the scope of work required of Heritage Fields in the ALA II. Further, the cost of the enhancements exceeded the Additional Allowance Fund, a set-aside designated in the ALA II for City-selected improvements beyond the basic scope of work.

As construction commenced on the Sports Park in 2016, it became necessary to create a process through which Heritage Fields could draw on the approved funds to order materials and pay for construction associated with the Sports Park design enhancements. On August 9, 2016, the City Council approved a Letter Agreement with Heritage Fields specifying the terms and procedures governing the payment for the enhancements

approved and funded by the August 11, 2015 City Council action. The staff report and minutes from August 9, 2016 are included as Attachment 1. The Letter Agreement approved August 9, 2016 is included as Attachment 2. The Letter Agreement includes a summary of the design enhancements and the associated cost for each item. It also includes control provisions regarding costs and the release of funds that requires City review and approval. Per the Letter Agreement, the design enhancement work is to be performed concurrently with the corresponding phases of work under the ALA II.

As planning and construction have progressed at the Sports Park, several new design enhancements that improve safety and functionality have been identified by City staff, the Orange County Fire Authority, and the design team from Five Point Communities (Five Point), Heritage Fields' Development Manager. There is significant savings in construction costs and reduction in operational disruptions by completing these additional enhancements now, during construction, rather than after the Sports Park is completed and turned over to the City. The recommended enhancements are summarized below.

- Controlled access bollards: The City Council previously approved the use of 118 controlled access bollards that are "fixed in place" and 22 "removable" controlled access bollards at nine vehicle entry control points throughout the Sports Park. During construction plan review, the removable bollards specified for use in fire lanes were not acceptable according to Orange County Fire Authority standards. Therefore, a retractable bollard has been specified that meets OCFA approval. As such, staff is recommending that 20 of the previously specified removable bollards be upgraded to the new OCFA-approved retractable bollards and 12 new retractable bollards be added for enhanced safety. The total additional cost for upgraded and additional bollards is \$28,000.
- Data and domestic water connection to mobile command centers: There are three locations within the Sports Park identified as mobile command centers where the Police Department will be able to park mobile command vehicles during large events and critical situations. The proposed enhancement adds drinking water and fiber data connection to these locations. The additional cost to provide connection points to all three mobile command center locations is \$26,176.
- Additional storage room in two utility enclosures: Two utility enclosure buildings located within Phase 1 of the Sports Park have extra space that can be adapted to create storage areas through the construction of a dividing block wall and an access door. The enclosures can be used for much needed recreational equipment and landscape material storage. The total additional cost is \$14,000.
- Additional waterline to provide service for Western Sector buildings: Fire hydrants, several Western Sector buildings, including the Visitor's Center, Hangar 244, and the Palm Court Arts Complex are all serviced from a single point of connection for domestic water. It would be beneficial to add a second connection point to provide uninterrupted water service in the event that the main water line fails or requires repair. The cost for construction of this additional water line is \$24,000.

The costs outlined above were provided by Five Point and were reviewed by City engineering consultant DMC Engineering for conformance with market pricing and industry standards. The recommended enhancements are beyond the base design obligations required of Heritage Fields for the Sports Park, per the ALA II. As such, these additional costs, totaling \$92,176, are the responsibility of the City. Staff is recommending a budget modification, appropriating \$92,176 in available Quimby Funds from park-adjacent planning areas to pay for these design enhancements. These Quimby Funds were paid by the developer of new residential projects in Planning Areas 33 (Spectrum), 40 East (Cypress Village), and a portion of PA6 (Portola Springs) in-lieu of providing community parks in areas served by the Great Park. The balance of available Quimby Funds from the park-adjacent planning areas is \$1,063,893.

Sources and Uses for Recommended Sports Park Enhancements

Source		Uses	
Quimby Funds: Park-Adjacent Planning Areas 33, 40 & 6	\$92,176	Enhanced Controlled Access Bollards	\$28,000
		Data and Water Connections at Mobile Command Centers	\$26,176
		Additional Storage at Utility Enclosures	\$14,000
		Additional Domestic Waterline near Visitors Center	\$24,000
Total	\$92,176	Total	\$92,176

Staff is recommending that these funds, once appropriated, be made available to Five Point for draw down during construction by way of an escrow account approved by the City Council on August 9, 2016. The Letter Agreement between the City and Heritage Fields approved at that time authorized the account and specified the terms and procedures governing the payment for Sports Park design enhancements out of the account. Amendment No. 1 to that Letter Agreement, included as Attachment 3, modifies the agreement to include the four enhancements described in this report. All other provisions in the Letter Agreement remain unchanged, including Heritage Fields' obligation to provide written release requests supported by executed contracts and invoices for all expenditures.

ALTERNATIVES CONSIDERED

The Board could recommend an alternative source of funds. As recommended, the funds would be drawn from available Quimby Park-in-Lieu Funds from park-adjacent planning areas. These Quimby Funds were recommended because they are restricted for park uses and drawn from fees paid by developers for residential projects near the Great Park.

That said, the Board could instead recommend that funds be drawn from the Great Park Fund 180 available fund balance.

The Board could decide not to recommend authorization of the Sports Park design enhancements or make modifications thereto. Further, the Board could choose to recommend that the enhancements be deferred until such time as the Sports Park is completed and turned over to the City, allowing the City to make the enhancements after completion rather than Five Point implementing the enhancements during construction.

FINANCIAL IMPACT

The cost for the staff recommended design enhancements for the Sports Park is \$92,176. Unless otherwise directed, these funds are to be drawn from available Quimby Park-in-Lieu Funds from Great Park-adjacent Planning Areas 33, 40 East, and a portion of PA6. The available balance within this account is \$1,063,893.

REPORT PREPARED BY Debby Platt, Great Park Real Property Administrator

ATTACHMENTS

1. August 9, 2016 City Council Staff Report (without attachments) and Minutes Excerpt
2. Letter Agreement dated August 4, 2016 Regarding the Use of Quimby Park-in-Lieu Funds for Sports Park Design Enhancements
3. Amendment No. 1 to Letter Agreement Regarding the Use of Quimby Park-in-Lieu Funds for Sports Park Design Enhancements



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: AUGUST 9, 2016

TITLE: AGREEMENT REGARDING CITY COUNCIL APPROPRIATED
QUIMBY FUNDS FOR SPORTS PARK DESIGN ENHANCEMENTS

Assistant City Manager
Orange County Great Park

City Manager

RECOMMENDED ACTION

Authorize the City Manager to execute the attached letter agreement with Heritage Fields El Toro, LLC (Heritage Fields) for the use of Quimby Funds for enhancements within the Sports Park Subarea of the Orange County Great Park Improvement Area.

EXECUTIVE SUMMARY

On September 8, 2015, the City Council unanimously approved the use \$4,686,314 of Quimby Funds for enhancements within the Sports Park Subarea of the Orange County Great Park Improvement Area. The enhancements include an additional restroom facility, an additional shade structure, upgraded spectator seating, fencing, upgraded scoreboards, backstops, and other items.

Presented for City Council consideration is a proposed Letter Agreement between the City and Heritage Fields specifying the terms and procedures governing the payment for the enhancements approved and funded by the prior City Council action. The Quimby enhancements selected by the City Council go beyond the funding for design refinements provided for in the Second Agreement with City of Irvine as Adjacent Landowner (ALA II). Therefore, the enhancements are not covered in that agreement and this separate Letter Agreement is necessary to provide a framework for payment and completion of work.

A cost breakdown for the upgrades has been provided by Heritage Fields and included as Attachment No. 3. Controls regarding costs and release of funds are provided for in the Letter Agreement, which requires City review and approval of all costs for the enhancements prior to the release of City funds. Per the Letter Agreement, the design enhancement work is to be performed concurrently with the corresponding phases of work under the ALA II.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

On July 26, 2016, the Orange County Great Park Board voted 4-0 (Board members Schott, Krom, Lalloway and Shea voted in favor; Chairman Choi absent) to recommend that the City Council consider a Letter Agreement with Heritage Fields relating to the use of Quimby Funds for enhancements within the Sports Park Subarea of the Orange County Great Park Improvement Area. Staff was directed to include specific provisions in the Letter Agreement related to timing of completion, mechanism for payment, and reconciliation/return of City funds.

The Quimby funds that are the subject of this Agreement had been appropriated by the City Council at its September 8, 2015 meeting for design enhancements to the Sports Park at the Board's recommendation.

ANALYSIS

At its meeting of September 8, 2015, the City Council approved the use of \$4,686,314 in City Quimby Park-in-lieu funds for enhancements within the Sports Park Subarea of the Orange County Great Park. These funds are for a variety of design enhancements as further described in the attached staff report from the September 8, 2015 meeting. These Sports Park enhancements go beyond the scope of work and funds available for design refinements contemplated in the ALA II and are being paid for outside of the provisions of the ALA II contract. As such, the attached Letter Agreement is necessary to provide the framework for payment, timing, release of funds, and cost reconciliation for the construction of these upgrades.

In 2015, Heritage Fields provided cost estimates for each of the individual selected Sports Park enhancements, consistent with the process contemplated for design refinements in the ALA II. These costs were subsequently reviewed by the estimating team of the City's Architectural and Engineering Contractor, AECOM, which concluded, through its rough order of magnitude level analysis, that the pricing provided by Heritage Fields was in line with industry averages. These costs were presented to the City Council in September 2015 and served as the basis for the corresponding budget appropriation approved by the City Council at that time. Attachment #3 includes a summary of the costs for the design enhancements based on bids received by Five Point. These costs are within the totals presented to the City Council in September, 2015 and, per Five Point, are now built into its construction contracts for the Great Park.

The Letter Agreement includes specific provisions for City review of costs and release of funds, timing for performance of work, submittal of backup documentation, and reconciliation / return of funds due at completion. The key terms of the Letter Agreement are as follows:

- Cost The cost of the Quimby enhancements is based upon bids received by Heritage Fields. The City is responsible for any cost increases associated with construction of design enhancements. Prior to incurring such additional costs, Heritage Fields is required to deliver written notice to the City detailing the

estimated additional cost. The City has the option to approve or deny allocation of additional funds within 45 days. Should the City deny the additional cost, Heritage Fields shall not proceed with the work impacted by the additional cost.

- Timing. The Sports Park design enhancements shall be performed concurrently with the corresponding phases of work under the ALA II.
- Escrow Account. An escrow account is to be established to administer the deposit and distribution of funds for the Sports Park design enhancements. The City will deposit funds into the escrow account and Heritage Fields will draw from the account subject to the process outlined below for the release of City funds.
- Release of City Funds. Payment for the enhancements will be made subject to a Release Request process. Heritage Fields is to submit a release request letter including a schedule showing when the funds are anticipated to be spent. The City has the opportunity to review and must approve or deny each request prior to release of funds.
- Backup Documentation. Heritage Fields is required to submit to the City prior to the first release of funds and then at least monthly thereafter, copies of executed contracts, notices to proceed, professional services contracts, and invoices documenting all hard and soft costs spent or committed in connection with the enhancements.
- Reconciliation. A True Up process requires that a reconciliation of actual costs and disbursed funds occur within 90 days of acceptance of the work as complete by the City and that funds owed to the City be deposited into the account within 120 days.

ALTERNATIVES CONSIDERED

The City Council could choose not to approve the Letter Agreement or choose to amend the proposed terms of the Agreement. Additionally, the City Council could choose to pursue the purchase and installation of the selected Quimby design enhancements without going through Heritage Fields and its vendors and contractors. Per the provisions in the ALA II, the City would need to wait until after completion and turn-over of the Sports Park to the City prior to installing the enhancements. If the work were to be performed by the City, the cost would be subject to additional contractor mobilization costs, current market pricing for labor and materials, and contractor availability at that time.

FINANCIAL IMPACT

The ALA II Additional Allowance Fund provides up to \$5.04 million for City-designated design enhancements within the Sports Park Subarea. These funds are provided by Heritage Fields through its ALA II contractual obligation. The cost of the recommended design enhancements for the Sports Park is \$9,726,314, exceeding the \$5,040,000 Additional Allowance Fund Allocation for the Sports Park Subarea by \$4,686,314. In September 2015, the City Council appropriated \$4,686,314 to fund the City Council selected design enhancements. The attached Letter Agreement, if approved by the City Council, creates the mechanism for expenditure of these funds.

REPORT PREPARED BY Robert Owen, Attorney, Rutan and Tucker

Attachment:

1. Proposed Letter Agreement Between the City and Heritage Fields
2. September 8, 2015 Staff Report Regarding Sports Park Subarea of the Orange County Great Park Improvement Area
3. Heritage Fields Summary of Sports Park Design Enhancement Costs

- 4) Authorize the City Manager to prepare and sign the funding agreements listed in Actions 1, 2 and 3.

4. COUNCIL BUSINESS

4.1 AGREEMENT REGARDING CITY COUNCIL APPROPRIATED QUIMBY FUNDS FOR SPORTS PARK DESIGN ENHANCEMENTS

Pete Carmichael, Manager of Great Park Planning and Development, presented the staff report and responded to questions. He also noted that the staff report inadvertently reflected a unanimous vote by the City Council related to this matter at its September 8, 2015 meeting and clarified for the record that the vote was 3-2, with Mayor Choi and Councilmember Krom dissenting.

City Council discussion included: total amount of Quimby funds available to the City; referenced provisions in the Municipal Code that protect the General Fund for Great Park development; noted the importance and significance of Quimby funds for providing alternative park space throughout the City; whether funding from Fund 180 was considered for Sports Park design enhancements; noted that enhancements such as seating and security cameras should have been included in the original Great Park Plan and expressed concern with using Quimby fees for such enhancements; whether approximate costs were based on economies of scale; expressed concern about public perception that enhancements were made by the developer rather than the City; reiterated the mechanism in place should a conflict arise between the City and FivePoint Communities; and whether Bill Barber Park was considered park space serving the Irvine Business Complex.

City Attorney Melching summarized the provisions in Section 4(d) of the Letter Agreement, which outlined the process for resolution should a conflict arise between the City and the developer.

City Manager Joyce noted that the recommended amount of Quimby fees was based on a percentage for park space in and around the Irvine Spectrum area.

Assistant City Manager Tolles noted that Bill Barber Park serves residents in the Irvine Business Complex north of Interstate 405.

ACTION: Moved by Councilmember Shea, seconded by Mayor Choi, and unanimously carried by those members present (Councilmember Lalloway absent) to:

Authorize the City Manager to execute a letter agreement with Heritage Fields El Toro, LLC for the use of Quimby Funds for enhancements within the Sports Park Subarea of the Orange County Great Park Improvement Area.

PUBLIC COMMENTS

The following individuals spoke in opposition to a Southern California Edison substation on Wald in the Irvine Spectrum Area:

- Mike Agueruo
- Doug Bender
- Arie Goldberg
- Jane Klassen
- William Klassen
- Sohrab Charna
- Zeki Kayiran
- Lei Voo
- Norman Voo
- Gary Hobson
- Darrik Baker
- Nicholas Lowe
- Paul Wang
- Betsy A. Lindsay

John Jaeger, Irvine resident, spoke about illegally placed signs in Irvine and other parts of the state, which he believed were in violation of the California Penal Code.

Mike Hutchison provided an overview of the services offered through his vehicle detection company and expressed an interest in meeting with City traffic engineers.

Ilya and Robert Tseglin reiterated a domestic issue related to an autistic family member.

Following Public Comments, Councilmember Shea suggested agendaing the Southern California Edison (SCE) Substation matter for public discussion at the September 13, 2016 City Council meeting, to which City Attorney Melching suggested the item be discussed in Closed Session prior to public discussion as the matter was currently in litigation. Mayor Choi concurred that the matter should first be discussed in Closed Session prior to formally agendaing the matter for public discussion.

Heritage Fields El Toro, LLC

August 4, 2016

City of Irvine
City Hall
One Civic Center Plaza
Irvine, California 92623-9575
Attention: Eric Tolles, Assistant City Manager–Great Park

Re: Second Agreement with City of Irvine as Adjacent Landowner, dated November 26, 2013 (“**ALA2**”), by and between HERITAGE FIELDS EL TORO, LLC, a Delaware limited liability company (“**Heritage Fields**”), and THE CITY OF IRVINE, a California charter city (the “**City**”)

Dear Mr. Tolles:

Reference is hereby made to the ALA2; capitalized terms not defined in this letter agreement (“**Letter Agreement**”) shall have the meaning ascribed to such terms in the ALA2, unless otherwise indicated.

On July 28, 2015, the Orange County Great Park Board approved the plans for the 175-acre Sports Park Subarea and recommended allocating the entire Additional Allowance Fund for this particular Subarea in the amount of \$5,040,000 to enhancements to be incorporated into the Sports Park Subarea. On September 8, 2015, the City Council took several actions, including appropriating funds in the amount of \$4,686,314.00 from available City Quimby funds to pay for additional enhancements to the Sports Park (the “**Quimby Allowance**”), and approving the list of specific enhancements to be financed by the Quimby Allowance, including an additional restroom facility, additional shade structure, entry gates, fencing, upgraded scoreboards and backstops, and other items, all as more particularly detailed on Exhibit A attached to this Letter Agreement (the “**Quimby Improvements**”). Given the integrated nature of the Quimby Improvements with the Sports Park Subarea improvements being designed and constructed by Heritage Fields, the City desires to have Heritage Fields design and construct the Quimby Improvements as part of its overall work on the Sports Park Subarea, subject to the City’s obligation to fund such design and construction.

While Heritage Fields has no obligation to design, construct or otherwise install the Quimby Improvements (also referred to as the “**Additional Sports Park Work**”), in order to allow for the efficient completion of the Additional Sports Park Work, Heritage Fields and the City agree to follow the procedures set forth in this Letter Agreement with respect to completion of the Additional Sports Park Work.

1. **Appointing Representatives** – For purposes of implementing the Additional Sports Park Work, Heritage Fields hereby appoints LJ Edgcomb (the “**Heritage Fields Representative**”), and the City appoints Eric Tolles (the “**City Representative**,” and together with the Heritage Fields Representative, each a “**Representative**”), each to be the point of contact for his respective Party. Either Party may change that Party’s representative by written notice to the other Party.
2. **Improvements to be Incorporated into the Great Park Improvements** – Subject to the City’s satisfaction of the terms and conditions specified in this Letter Agreement, including without limitation the obligation to pay Heritage Fields for all the fees, costs (including design costs) and expenses of the Additional Sports Park Work, Heritage Fields shall design and cause the construction of the Additional Sports Park Work as part of the Great Park Improvements. The provisions of the ALA2 applicable to Heritage Fields’ construction of the Great Park Improvements shall also apply to the Additional Sports Park Work, provided that, in all cases the cost of the Additional Sports Park Work shall be paid to Heritage Fields by the City in accordance with this Letter Agreement. The City acknowledges and agrees that the Additional Sports Park Work may

be built in phases, and that disbursements from the Escrow Agent (defined below) may be requested in accordance with the terms of this Letter Agreement in order to fund such phased construction of the Additional Sports Park Work. The Additional Sports Park Work shall be performed concurrently with the corresponding phases of Sports Park Subarea improvements being designed and constructed by Heritage Fields.

3. **Finalization of the Improvement Plans / Responsibility for Cost Overruns** – Heritage Fields has caused design drawings and plans to be prepared and has obtained bids for the Additional Sports Park Work. The Quimby Allowance is based on those bids and Heritage Fields' estimate of the cost of the Quimby Improvements at the time the Quimby Allowance was approved by the City Council. However, the Parties recognize that the plans and specifications for the Quimby Improvements have not yet been approved by the City, and may not reflect the final design, construction, soft costs and other costs associated with construction of the Quimby Improvements.
 - a. **Design** - Heritage Fields will cause engineers, architects and other consultants to prepare plans and specifications for the Additional Sports Park Work to be reviewed by the City pursuant to its normal regulatory process. Such plans and specifications shall indicate the scope and parameters of the Additional Sports Park Work separate and apart from the remainder of the Great Park Improvements.
 - b. **City Changes** - If there are any changes to the scope or design of the Additional Sports Park Work resulting from the plan check or other regulatory review or inspection process, such changes shall be subject to Heritage Fields' review and approval. Notwithstanding Section 2(c) of the ALA2, or anything else to the contrary, to the extent any changes to the Additional Sports Park Work are required by the City during the plan check process, or at any time prior to the acceptance of the Additional Sports Park Work by the City, such changes shall be undertaken by Heritage Fields at the sole cost and expense of the City, and if necessary the City shall allocate additional funding for the Quimby Allowance (in the case of the Quimby Improvements) to cover such additional costs. Upon imposition of a change or additional requirement by the City (whether through the regulatory review process or otherwise), Heritage Fields shall deliver written notice to the City which notice shall set forth in reasonable detail the estimated additional costs of such change or requirement and the City shall allocate additional funding for the Additional Sports Park Work to cover such additional costs. If the City Representative does not commit in writing to fund such change or additional requirement within ten (10) business days after receipt of the notice, Heritage Fields shall have no obligation to implement such requested change or additional requirement, provided that if such change or additional requirement is required to conform to a mandated code change, Uniform Construction Codes or a building or construction requirement pursuant to state or federal law, and the City does not commit in writing to fund such change or additional requirement within ten (10) business days of receipt of the notice, then Heritage Fields shall not proceed with the Additional Sports Park Work impacted by such change.
 - c. **Cost Increases** - To the extent the price of the Additional Sports Park Work, as reflected in the final bids for such contracts or in any change order with respect to such contracts, exceeds the Quimby Allowance, Heritage Fields shall deliver written notice to the City which notice shall set forth in reasonable detail the estimated additional costs to complete the applicable Additional Sports Park Work and the City shall allocate additional funding for the Quimby Allowance to cover such additional costs. Cost savings with respect to the Quimby Improvements may be used to off-set any increase in costs. If additional funds as required to fully fund the applicable Additional Sports Park Work are not allocated by the City within forty-five (45) calendar days after receipt of written notice from Heritage Fields to the City of such increased costs, then Heritage Fields shall not proceed with the applicable Additional Sports Park Work impacted by such additional costs.
4. **City Payment for Additional Sports Park Work** – City is responsible to pay for all the fees, costs and expenses of the Additional Sports Park Work, including (without limitation) design, permitting,

construction, inspection and any other costs incurred by Heritage Fields prior to acceptance of the Additional Sports Park Work by the City (the “**Additional Work Project Costs**”). The City agrees to pay for the Additional Work Project Costs as follows:

a. **Initial Quimby Budget; Quimby Improvements Account** – Heritage Fields currently estimates the Quimby Improvements will total approximately Four Million, Five Hundred Seventy-One Thousand, Three Hundred Thirty-Six Dollars (\$4,571,336) (the “**Initial Quimby Budget**”), which excludes permit fees. The City and Heritage Fields shall enter into separate written escrow instructions with the Irvine, California, office of First American Title Insurance Company (the “**Escrow Agent**”), and cause Escrow Agent to establish and maintain an interest bearing escrow account, denominated the “**Quimby Improvements Account**” at a banking institution mutually acceptable to the City and Heritage Fields in the Parties’ reasonable discretion. The purpose of the Quimby Improvements Account is to administer the distribution of funds from the account to Heritage Fields to pay for the Additional Work Project Costs attributable to the Quimby Improvements. Interest or investment earnings on funds deposited in the Quimby Improvements Account shall be deposited into, and become a part of, the Quimby Improvements Account. All fees, costs and expenses of the Escrow Agent with respect to the Quimby Improvements Account established pursuant to this Letter Agreement shall be paid for by the City.

b. **Initial Deposit** – Within ten (10) days following execution of this Letter Agreement by both Parties, the City shall make an initial deposit into the Quimby Improvements Account in an amount equal to the Initial Quimby Budget (the “**Initial Deposit**”).

c. **Required City Deposit** – To the extent that after the Initial Deposit the City imposes changes or additional requirements or the cost of the Quimby Improvements increases (as contemplated in Section 3 of this Letter Agreement), the City shall deposit into the Quimby Improvements Account an amount at least equal to the amount specified in the notice of estimated additional costs, within thirty (30) days of the City’s receipt of such notice.

d. **Release of Funds** – From and after the execution of this Letter Agreement, the Escrow Agent will release funds from the Quimby Improvements Account to Heritage Fields as follows:

- i. From time to time (but not more frequently than two times per calendar month), Heritage Fields may submit a written request (a “**Release Request**”) to the City and Escrow Agent to release funds from the Quimby Improvements Account when Heritage Fields: (i) is prepared to issue a notice to proceed to any contractor or consultant with respect to work on one or more Quimby Improvements (a “**Notice to Proceed**”) pursuant to a binding consulting agreement, construction contract, or other written agreement (each, a “**Sports Park Work Contract**”); and/or (ii) has entered into a binding contractual agreement and is prepared to issue a notice under such agreement to purchase materials or supplies (“**Construction Materials**”) to be used in connection with the Quimby Improvements (a “**Materials Contract Order**”). Heritage Fields shall deliver to the City with any Release Request reasonably satisfactory evidence that Heritage Fields has either: (i) entered into a binding Sports Park Work Contract, and/or (ii) issued a Materials Contract Order. A Release Request shall also include an estimated schedule showing when the funds are anticipated to be spent.
- ii. Within five (5) business days of the City’s receipt of the Release Request, the City Representative shall deliver to the Escrow Agent and Heritage Fields’ Representative a “**Release Approval Letter**” (substantially in the form attached hereto as **Exhibit B**), authorizing the Escrow Agent to release funds from the Quimby Improvements Account to Heritage Fields in an amount equal to the requested amount. If the City Representative does not respond to Heritage Fields Representative and Escrow Agent

in writing within such five (5) business day period, either approving the release of funds specified in the Release Request or specifying valid reasons why such amounts should not be released, then Heritage Fields may submit a written notice to the City (a "**Reminder Notice**") reminding the City of the Release Request. If the City Representative does not respond to the Reminder Notice within five (5) business days after receipt, then the City shall be deemed to have approved of the Release Request, after which the Escrow Agent shall release funds from the Quimby Improvements Account in an amount equal to the amount specified in the Release Request. Heritage Fields shall cause any Release Request, which is the subject of an objection by the City, to be revised to respond to such objection and subsequently re-submitted and processed as provided in this Section 4. Heritage Fields shall have no obligation to issue a Notice to Proceed or authorize procurement of Construction Materials unless and until it has actually received funds from the Quimby Improvements Account in the full amount of the cost to complete the work authorized by such Notice to Proceed and/or the full cost to purchase the Construction Materials to be authorized by Heritage Fields for purchase under the applicable Sports Park Work Contract or Materials Contract Order.

- iii. Heritage Fields shall, prior to the first release of funds and quarterly thereafter, submit to City Notices to Proceed with contracted scope and price, cancelled checks, invoices, or receipts, documenting the hard and soft costs spent or committed to be spent in connection with the Quimby Improvements (the "**Documented Costs**"). Submittals may include Documented Costs that were expended, incurred or committed to prior to the date of this Letter Agreement.
- e. **True Up** - The City shall close the Quimby Improvements Account upon the completion of the Quimby Improvements. Prior to closing the Quimby Improvements Account, the Parties shall meet and confer to agree upon a reconciliation of the actual Documented Costs spent with respect to the Quimby Improvements ("**Actual Costs**") against the aggregate amounts of funds disbursed from the Quimby Improvements Account ("**Projected Costs**"). This meet and confer shall occur within 90 days of the later of: (i) completion of the Quimby Improvements and payment by Heritage Fields of all Documented Costs (including retention), or (ii) the Acceptance Date for all of the Quimby Improvements. If such reconciliation discloses a positive difference between Projected Costs and Actual Costs, then Heritage Fields shall deposit into the Quimby Improvements Account an amount equal to such positive difference (the "**True-Up Deposit**") within 120 days of the later of: (i) completion of the Quimby Improvements and payment by Heritage Fields of all Documented Costs (including retention), or (ii) the Acceptance Date for all of the Quimby Improvements. Any remaining funds in the Quimby Improvements Account (including the True-Up Deposit, if any) shall be returned to the City.

Nothing set forth in this Letter Agreement shall amend, modify or alter the terms of the ALA2, except as expressly provided herein.

If the provisions of this Letter Agreement are acceptable to the City, please sign and return a copy of this Letter Agreement to Heritage Fields.

Except as implemented and/or clarified by the terms of this Letter Agreement, each of the City and Heritage Fields acknowledges that the ALA2 remains unchanged and in full force and effect. This Letter Agreement is governed by the laws of the State of California, without regard to conflicts of laws principles. This Letter

Agreement may be executed in several counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument; facsimile and pdf signatures of this Letter Agreement shall be valid as if manually signed.

Sincerely,

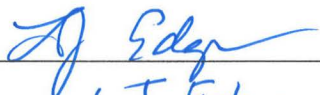
HERITAGE FIELDS EL TORO, LLC,
a Delaware limited liability company

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

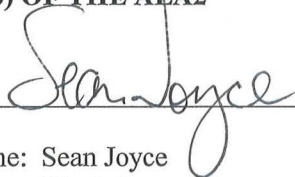
By: Heritage Fields LLC,
a Delaware limited liability company
Its: Sole Member

By: Five Point Heritage Fields, LLC,
a Delaware limited liability company
Its: Administrative Member

By: Five Point Operating Company, LLC,
a Delaware limited liability company
Its: Sole Member

By: 
Print Name: LJ Edycomb
Print Title: Vice President

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



Name: Sean Joyce
Title: City Manager

EXHIBIT A
Quimby Improvements

Description of Quimby Plans:

Phase 1

OCGP Sports Park Design Package #6 Quimby Phase 1 Enhancements, Plan Check No. 00650933-PARK, submitted for 5th plancheck, not yet approved by City of Irvine.

Phase 2

OCGP Sports Park Design Package #6 Quimby Phase 2 Enhancements, Plan Check No. 00650942-PARK, submitted - for 5th plancheck, not yet approved by City of Irvine.

Phase 3

OCGP Sports Park Design Package #6 Quimby Phase 3 Enhancements including Building C, Plan Check No. 00650984-PARK, submitted for 5th plancheck, not yet approved by City of Irvine.

Phase 4

OCGP Sports Park Design Package #6 Quimby Phase 4 Enhancements, Plan Check No. 00650968-PARK, submitted for 5th plancheck, not yet approved by City of Irvine.

Item Ref.	Item	# of Units	Unit
Phase 1			
1	Upgraded Seating - Championship Tennis		
	Permanent Seats	132	EA
2	Upgraded Seating - Volleyball		
	Permanent Seats	156	EA
3	Added Drinking Fountains - Tennis		
	Haws model with 1" PVC piping+sump	3	EA
4	Added Entry Gates		
	Building A		
	Type A Main Gate (3 Pairs)	3	PR
	Building B		
	Type A Gate Single	2	EA
	Type A Main Gate	3	PR
5	Added Championship Soccer Fencing		
	6' Gates - Decorative 2 Type	2	EA
	6' Fencing - Decorative 2 Type	1274	LF
6	Upgraded Championship Soccer Scoreboard		
	"Platinum" style	1	EA
7	Added Tennis Scoreboard	1	EA
8	Added Volleyball Scoreboard	1	EA
9	Shade Structure at Children's Play Area	4	EA
10	Added CCTV Cameras		
	Building A (3) day 1 cameras (fully installed), and infrastructure for (8) future cameras	See Item	
	Building B: (2) day 1 cameras, and infrastructure for (5) future cameras	See Item	
	Buildings H1 & H2: infrastructure for (2) future cameras	See Item	
Phase 2			
11	Added Drinking Fountain		
	Haws model with 1" PVC piping+sump	1	EA
12	Added CCTV Cameras		
	Building D infrastructure for (4) future cameras	See Item	
Phase 3			
13	Upgraded Seating at Baseball Fields #1-#3		
	Permanent Seats	408	EA
14	Upgraded Seating at Multipurpose Fields #1-#3		
	Permanent Seats	312	EA
15	Added Drinking Fountains		
	Haws model with 1" PVC piping+sump	3	EA
16	Added Entry Gates		
	Building E		
	Type A Gate Single	1	EA
	Type A Main Gates	2	PR
17	Added Championship Baseball Fencing		
	6' Gates - Decorative 2 Type	2	EA
	6' Fencing - Decorative 2 Type	1382	LF
18	Upgraded/ Added Scoreboards		
	Upgraded Championship Baseball		
	Upgraded "Gold" style	1	EA
	Credit "Bronze" style	1	EA
	Relocate conduit	560	LF
	Added 3 Baseball Fields & 3 Multi-Purpose Fields		
	Added "Silver" style	6	EA

EXHIBIT A
Quimby Improvements

Item Ref.	Item	# of Units	Unit
	Added conduit	3207	LF
19	Upgraded Non-Championship Baseball Backstops		
	Added Masonry Wall	6	EA
	Added Channel Padding	6	EA
20	Added Baseball Batting Cage		
	Baseball Batting Cages	4	EA
	Perimeter Lighting-Pole Fixture & Conduit	8	EA
21	Added Restroom (Building "C")		
	Similar to Bldg. D	1554	SF
22	Added CCTV Cameras		
	Building E: (3) day 1 cameras, and infrastructure for (13) future cameras	See Item	
	Building F: infrastructure for (2) future cameras	See Item	
Phase 4			
23	Upgraded Seating at Softball Fields #2 & #3		
	Permanent Seats x 2 fields	120	EA
24	Upgraded Seating at Softball Fields #4 & #5		
	Bleachers, 2 per field	4	EA
25	Added Drinking Fountains		
	Haws model with 1" PVC piping+sump	2	EA
26	Added Entry Gates		
	Building G		
	Type A Main Gate (3 Pairs)	3	PR
27	Added Championship Softball Fencing		
	6' Gates - Decorative 2 Type	2	EA
	6' Fencing - Decorative 2 Type	837	LF
28	Upgraded/Added Scoreboards		
	Upgraded Championship Softball Scoreboard		
	Upgraded "Silver"	1	EA
	Credit "Bronze"	-1	EA
	Added Conduit	385	LF
	Added Softball Scoreboards		
	Added "Silver" style	4	EA
	Added Conduit	1784	LF
29	Upgraded Non Championship-Softball Backstops		
	Added Masonry Wall	4	EA
	Channel Padding	4	EA
30	Added Softball Batting Cages		
	Softball Batting Cages	4	EA
	Perimeter Lighting-Pole Fixture & Conduit	8	EA
31	Added CCTV Cameras		
	Building G: (2) day 1 cameras, and infrastructure for (8) future cameras	See Item	
All Phases			
Public Safety			
32	Added Security Cameras (Site Only)		
	Camera Ready Pole and Mount	23	EA
	Conduit, Wire and Fiber including Boxes & Structure	15720	LF
	Axis Network Camera	23	EA
33	Added Command Vehicle		
	Turf Block	15710	SF
	Rolled Curb	570	LF
	Cam-Lock System	3	EA
34	Added Parking Lot Gates		
	Manual Barrier Gate	9	SETS
35	Added Controlled Access Bollards		
	Removable Bollard	25	EA
36	Added Middle Arm Benches	1	EA
Functionality/Sustainability			
37	Added Conduit to Parking Lots for Future Solar		
	Conduit Only-Includes Trenching & Backfill	26780	LF

EXHIBIT B
(Sample) Release Approval Letter

_____, 201__

Eric Tolles
City of Irvine
1 Civic Center Plaza
Irvine, CA 92606

First American Title Insurance Company

Irvine, CA

Re: Letter Agreement dated July 20, 2016 (“Letter Agreement”) between Heritage Fields El Toro, LLC (“Heritage Fields”) and the City of Irvine (“City”) – Release Request for Release of Funds from the Quimby Improvements Account (Escrow Account No. ____)

Capitalized terms used but not specifically defined in this Release Request shall have the meaning assigned to them in the Letter Agreement.

As provided for in the Letter Agreement, Heritage Fields hereby provides to the City and Escrow Agent this Release Request for release of funds from the Quimby Improvements Account (First American Title Insurance Company Escrow Account No. ___, referred to herein as the “**Escrow Account**”) in the amount of _____ Dollars (\$ _____) (the “**Requested Amount**”). The conditions set forth in Section 4.d.i which are precedent to a Release Request have been met for the entire Requested Amount.

Heritage Fields requests that within five (5) business days of the City’s receipt of this Release Request, the City Representative shall deliver to the Escrow Agent and the Heritage Fields Representative a copy of this letter, executed below by the City Representative, authorizing the Escrow Agent to release to Heritage Fields funds from the Escrow Account in an amount equal to the Requested Amount.

Total Release Request	\$ _____
------------------------------	----------

If you have any questions or require any additional information, please do not hesitate to contact Lacie Daniels at (949) 349-1086.

Kind Regards,

LJ Edgcomb
Community President
Five Point Communities Management, Inc.
Development Manager for Heritage Fields El Toro, LLC

cc: Lacie Daniels

City Representative Authorization:

Escrow Agent is authorized to release to Heritage Fields funds from the Escrow Account equal to the Requested Amount.

City Representative Signature

Date

Print Name

Title



January 18, 2017

Mr. LJ Edgcomb
Five Point Communities Management, Inc.
25 Enterprise, Suite 300
Aliso Viejo, CA 92656

RE: First Amendment to August 4, 2016 Letter Agreement Between the City of Irvine and Heritage Fields El Toro, LLC Regarding Expenditure of Quimby Funds for Additional Sports Park Improvements

Dear Mr. Edgcomb:

This letter constitutes a first amendment (“First Amendment”) to that Letter Agreement dated August 4, 2016, between the City of Irvine (“City”) and Heritage Fields El Toro, LLC (“Heritage Fields”). Said August 4, 2016 Letter Agreement is referred to herein as the “Quimby Agreement.” Capitalized terms not defined in this First Amendment shall have the meanings ascribed to such terms in the Quimby Agreement, unless otherwise indicated.

The Quimby Agreement provides for funding and procedures for the construction by Heritage Fields of additional Sports Park work in the Orange County Great Park, and reimbursement of Heritage Fields by the City for the cost of those improvements. The City and Heritage Fields desire to add additional improvements to be constructed under the Quimby Agreement which were not specified therein. The City and Heritage Fields agree that Heritage Fields will construct the additional improvements described in Exhibit C attached hereto, and the City will reimburse Heritage Fields for the cost of that construction, the estimated costs of which are also set forth on Exhibit C, subject to all of the conditions stated in the Quimby Agreement.

Nothing set forth in this First Amendment shall amend, modify or alter the terms of the Quimby Agreement, except as expressly provided herein. This First Amendment may be executed in several counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument. Electronically transmitted signatures of this First Amendment shall be valid as if manually signed.

Sincerely,

Sean Joyce
City Manager

Mr. LJ Edgcomb
January 18, 2017
Page 2

cc: Pete Carmichael, Director, Orange County Great Park

ACKNOWLEDGED AND AGREED TO ON BEHALF OF HERITAGE FIELDS

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

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

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

By: Five Point Heritage Fields, LLC,
a Delaware limited liability company
Its: Administrative Member

By: Five Point Operating Company, LLC,
a Delaware limited liability company
Its: Sole Member

By: 

Print Name: LJ Edgcomb

Print Title: Vice President

APPROVED AS TO FORM:

City Attorney

Mr. LJ Edgcomb
January 18, 2017
Page 2

cc: Pete Carmichael, Director, Orange County Great Park

ACKNOWLEDGED AND AGREED TO ON BEHALF OF HERITAGE FIELDS

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

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

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

By: Five Point Heritage Fields, LLC,
a Delaware limited liability company
Its: Administrative Member

By: Five Point Operating Company, LLC,
a Delaware limited liability company
Its: Sole Member

By: _____

Print Name: _____

Print Title: _____

APPROVED AS TO FORM:



City Attorney

EXHIBIT "C"

Description of Improvement	Cost
Upgrade and Additional Controlled Access Bollards	\$ 28,000
Command Center – Additional conduit for fiber, data, and 2 ½" domestic water lines	\$ 26,176
Additional Storage Room in Two Utility Buildings	\$ 14,000
8" Dry Barrel Waterline Loop near Visitor's Center for Western Sector Buildings	\$ 24,000
Total	\$ 92,176

3.8



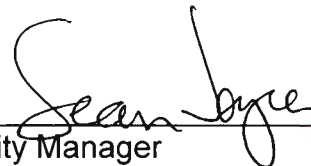
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: RENEWAL OF IRVINE ADULT DAY HEALTH SERVICES LEASE
AND OPERATING AGREEMENT



Director of Community Development



City Manager

RECOMMENDED ACTION

Approve a 10-year renewal of the Irvine Adult Day Health Services Lease and Operating Agreement in substantially the form as attached and authorize the City Manager or his designee to execute the Lease and Operating Agreement.

EXECUTIVE SUMMARY

In 2007, the City and Irvine Adult Day Health Services, Inc. (IADHS) entered into a 10-year Lease and Operating Agreement (Agreement) for the adult day health care services center located adjacent to the Lakeview Senior Center. This Agreement is expiring, and staff is recommending a new 10-year Agreement with IADHS that continues the existing terms (Attachment 1).

COMMISSION/ADVISORY BOARD RECOMMENDATION

Not applicable.

ANALYSIS

IADHS is a nonprofit public benefit corporation licensed by the State of California to provide adult day health care services to adults with physical and/or mental disabilities. In 2007, IADHS entered into an Agreement with the City to provide these services in a portion of a City-owned building adjacent to the Lakeview Senior Center. This Agreement expires on February 28, 2017.

The expiring Agreement allows IADHS to use the facility for its adult day health care program for no rent. IADHS is responsible for maintaining the interior of the facility, IADHS personal property, custodial services and utilities. The City is responsible for maintaining the building exterior, including the roof, walls, windows and doors. The City is also responsible for landscaped areas and the parking lot.

The expiring Agreement includes a Right of First Negotiation for the City and IADHS to exclusively negotiate leasing and operating the adult day health care center beyond the lease term. The new Agreement shall be on substantially the same terms as the expiring Agreement unless mutually agreed by both parties. IADHS has exercised this Right of First Negotiation, and the proposed draft Agreement has been prepared by the City Attorney's office extending the existing terms and responsibilities for both IADHS and the City for 10 additional years.

The key Agreement terms are summarized below:

Rent:

No rent.

Use:

Adult day health care services to adults with physical and/or mental disabilities under authority granted by state licensing agencies.

Maintenance:

IADHS is responsible for the facility interior, IADHS personal property, custodial services and utilities. The City is responsible for the building exterior (roof, walls, windows and doors), landscaped areas and the parking lot.

Term:

10 years.

ALTERNATIVES CONSIDERED

Because IADHS has exercised its Right of First Negotiation, if the City determines to continue leasing the facility for adult day health care services, the City has a contractual obligation to negotiate a new Agreement with IADHS under substantially the same terms as the expiring Agreement unless otherwise mutually agreed by both parties. The City could attempt to negotiate modifications to the Agreement, such as adopting a rental fee. However, adopting a rental fee is not recommended because it would likely result in financial hardship to IADHS that could place the service in jeopardy. This conclusion is based on the fact that Medi-Cal reimbursements and private pay program fees for client services comprise approximately 60 percent of the cost of services. The gap between daily fees collected and the actual cost of care ranges from \$32 to \$50 per participant per day of care. This operating deficit is funded through a combination of grants and donations, including an annual \$100,000 City allocation. New costs to the program, such as rent, would increase the deficit and require additional IADHS fundraising efforts.

The City could attempt to modify the maintenance responsibilities. However, because the building is shared with Lakeview Senior Center, the City has an underlying interest in continuing to oversee the building structure, landscaping and parking lot. For this reason, modifying maintenance responsibilities is not recommended.

The City could opt not to offer a lease and reevaluate the use of the facility for contracted adult day health care services. As this facility is the only one of its kind in the City and there is need and support for the services provided within the community, this alternative is also not recommended.

FINANCIAL IMPACT

The estimated cost to the City for implementing its contractual obligations under the Agreement are included in the FY 2016-17 Adopted Budget and are contained within the Public Works budget for Facility Maintenance. In Fiscal Year 2015-16 the City incurred a total cost of \$70,605 to maintain the Lakeview Senior Center, including both the Senior Center and IADHS portions of the building.

REPORT PREPARED BY Steve Holtz, Housing and Real Estate Administrator

ATTACHMENT

Attachment 1: Proposed Lease and Operating Agreement

IRVINE ADULT DAY HEALTH SERVICES CENTER LEASE AND OPERATING AGREEMENT

This IRVINE ADULT DAY HEALTH SERVICES CENTER LEASE AND OPERATING AGREEMENT (hereinafter "Agreement") is made and entered into as of _____, 2017 (the "Effective Date"), by and between the **CITY OF IRVINE**, a California municipal corporation (hereinafter "City") and **IRVINE ADULT DAY HEALTH SERVICES, INC.**, a non-profit public benefit corporation (hereinafter "Lessee"). City and Lessee shall collectively be referred to as the "Parties."

R E C I T A L S

- A. City is a California charter city.
- B. Lessee is a non-profit public benefit corporation organized and existing under Section 501(c)(3) of the Internal Revenue Code.
- C. One of Lessee's purposes is to provide adult day health care services to adults (eighteen years of age and older) with physical and/or mental disabilities, who are residents of the City and other local communities.
- D. City desires to assist in the provision of adult day health care services to physically and/or mentally disabled adult residents of City.
- E. City and Lessee desire to enter into this Agreement in order that Lessee may provide adult day health care services to City residents.

A G R E E M E N T

In consideration of the above recitals and the promises, mutual covenants, and agreements hereinafter contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Lessee do hereby covenant and agree as follows:

1. **TERM OF LEASE**

1.1 **Lease of Premises.** For and in consideration of the performance by Lessee of each and every term, covenant and condition herein, as of the "Lease Commencement Date" (as that term is defined in Section 1.2 below), City hereby agrees to lease to Lessee, and Lessee hereby agrees to lease and hire from City, that portion of the Lakeview Senior Center depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference (the "Premises"). Lessee shall enjoy the exclusive use of that portion of the Premises indicated on Exhibit "A" as being for the "exclusive use" of Lessee pursuant to the terms of the Agreement during the duration of this Agreement. City shall control the use of that portion of the Premises indicated on Exhibit "A" as being for "shared use" (e.g., the kitchen and parking-lot areas), and Lessee shall cooperate with City and any of City's other permitted users in sharing the use of that portion of the Premises during the term of this Agreement. City's Director of Community Services shall be the final authority on any dispute regarding the shared portions of the Premises.

1.2 Original Lease Term. Subject to the termination provisions of Section 9 below, the term of City's lease to Lessee (the "Lease Term") shall commence on March 1, 2017 (hereinafter, the "Lease Commencement Date") and shall continue to and terminate at 11:59 P.M. local time on the tenth (10th) anniversary of the Lease Commencement Date (hereinafter, the "Expiration Date"). Unless terminated earlier pursuant to the provisions of this Agreement, this Agreement shall terminate on the Expiration Date.

1.3 Effect of Holding Over. If Lessee remains in possession of the Premises after either the expiration of the Lease Term or any authorized Extended Term with the consent of City (either express or implied) and without executing a new lease, then such holding over shall not be considered a renewal of this Agreement, but rather shall be construed as a tenancy from month to month, subject to all covenants, conditions, provisions, and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed consent by City to occupancy or possession of the Premises by Lessee after the expiration of the Lease Term or of any authorized Extended Term, or after the termination of this Agreement.

1.4 Conditions to Delivery. Notwithstanding anything in this Agreement to the contrary, including Lessee's current possession of the Premises pursuant to the Irvine Health Foundation Adult Day Health Services Center Lease and Operating Agreement, dated March 1, 2007, and terminating on March 1, 2017 (the "Previous Lease Agreement"), City shall not be obligated to deliver the Premises to Lessee, and Lessee's lease of the Premises shall not commence, until such time as the following conditions precedent have been satisfied by Lessee or otherwise waived by City: (1) Lessee has provided to City, and obtained City's written approval of, the insurance required pursuant to Section 7 below; and (2) Lessee has provided evidence to City that Lessee has obtained all required licenses, permits, and approvals, as described more fully in Section 4.3 of this Agreement, in order to provide the services under this Agreement.

1.5 Right of First Negotiation. In the event City desires to continue to have the "Adult Day Health Services" provided for within this Agreement beyond the Lease Term and any extensions thereof, City grants Lessee a right of first negotiation regarding the operation and management of the "Adult Day Health Services." City shall exclusively negotiate with Lessee during the six month period prior to the termination of the Lease Term, commencing June 1, 2026, and expiring December 31, 2026, or terminating at such earlier time as the Parties may agree upon in writing, for the management, operation, and continued provision of the "Adult Day Health Services" at the Premises. It is the intent of the Parties hereto that Lessee shall have the first right to negotiate with City for such operation and management prior to City entering into negotiations with any third parties. Any lease so negotiated between the Parties hereto shall be on substantially the same terms as this Agreement unless otherwise mutually agreed by the Parties hereto.

2. LEASE RENTAL PAYMENTS AND UTILITY PAYMENTS

2.1 Monthly Rent. Subject to Lessee's continued operation of the Premises as a facility that will provide "Adult Health Day Services" to adults (eighteen years of age and older) with

physical and/or mental disabilities under authority as granted by the appropriate licensing agencies for such adult day health care services, Lessee shall pay City zero dollars for each month as rent. The services comprising "Adult Health Day Services" are described more fully in the attached Exhibit "B" and incorporated herein by this reference. Lessee shall provide the "Adult Health Day Services" in compliance with this Agreement and the Scope of Services in Exhibit "B" throughout the term of this Agreement. Should Lessee cease providing the required "Adult Health Day Services," this Agreement shall automatically terminate, and Lessee shall be required to pay City the fair market value for Lessee's enjoyment and use of the Premises for the duration of Lessee's occupancy when it was not providing the required "Adult Health Day Services."

2.2 Utilities and Services Payments. Lessee shall reimburse the City for the direct costs for all custodial service(s) provided by or through the City. Lessee shall also reimburse City for utilities of every kind provided by the City to the Premises, and such utilities shall be reimbursed on a square footage basis as follows: Lessee's portion of the Premises is 5,600 square feet out of a total of 30,600 square feet for the City's building, which includes the Premises and surrounding land. Lessee shall thus be responsible for 18.3% of the actual costs of utilities serving City's building, which includes the Premises and surrounding land, subject to review of such costs as the request of either party. Lessee shall reimburse the City for such costs and expenses within thirty (30) days of receipt of a monthly invoice for such costs and expenses. Lessee shall be responsible for providing and paying for its own telephone services and equipment, including any maintenance or repair thereof. Finally, Lessee shall have the right during normal City business hours to review any and all City records relating to the charges and Lessee's payments made pursuant to this Section 2.2.

City shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, or by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of the foregoing utilities and services, (ii) failure of any such utilities or services, or (iii) the limitation, curtailment, rationing or restriction on use of water or electricity, gas or any other form of energy or any other service or utility whatsoever serving the Premises or Lessee's business thereon. City shall, in its sole and absolute discretion, be entitled to cooperate voluntarily with the efforts of national, state or local governmental agencies or utilities suppliers in reducing energy or other resource consumption. Lessee acknowledges that the functioning of HVAC systems is subject to variation from time to time, that such functioning can be effected by, among other things, outside temperature conditions, sunlight through windows at various times during the day, and heat-generating machines, lighting and equipment, and that City shall not be responsible for room temperatures and shall not be responsible for maintaining any particular temperature in all or any portion of the Premises or building located thereon.

3. CONDITION AND INSPECTION OF PREMISES

3.1 Premises Leased "As-Is". Lessee acknowledges that the Premises are being leased to Lessee on an "as-is" basis, and Lessee takes and occupies the Premises without reliance upon any representation by City, or any of its officials, employees, agents or representatives, or any other person, concerning the Premises, its fitness for Lessee's intended use or any other particular purpose or use, its income producing history, potential or capabilities, its value, or any other promise, representation or inducement not expressly set forth in this Agreement.

3.2 No Representation or Warranty Concerning Premises. Lessee acknowledges that City has not, and none of its officials, employees, agents or representatives have, made any written or oral representation, promise, or warranty, expressed or implied, concerning the Premises, its fitness for Lessee's intended use or any other purpose or use, its income producing history, potential or capabilities, its value, or any other matter not expressly set forth in this Agreement.

3.3 Inspection by Lessee. Lessee acknowledges that as of the Lease Commencement Date, Lessee shall have had the opportunity to inspect and shall have inspected the Premises, and that Lessee takes and leases the Premises in the condition in which the Premises exist as of the Lease Commencement Date. Lessee stipulates that the Premises are in good, clean, safe and leasable condition, and fit for Lessee's intended use, as of the Lease Commencement Date.

3.4 Accessibility. In accordance with California Civil Code section 1938, City hereby provides notice to Lessee that as of the Effective Date, the Premises have not undergone inspection by a Certified Access Specialist (CASp). City acknowledges and agrees that all City Improvements to the Premises shall comply with all applicable laws, including the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. 12101 *et seq.*), any amendment thereto or regulations promulgated thereunder, and any federal, state or local ordinances or codes enacted pursuant thereto.

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

3.5 Hazardous Material Disclosure. California law requires landlords to disclose to tenants the existence of certain Hazardous Materials (as defined in Section 8.2.1, below). Certain adhesives, paints and other construction materials and finishes used on portions of the Premises may contain Asbestos Containing Materials (ACMs) and/or lead based paint (LBP). In addition, Lessee acknowledges that City has provided Lessee with information concerning the ACMs and LBP that City currently is aware exist on the Premises. By its execution of this Agreement, Lessee acknowledges that the notice set forth in this Section 3.5 shall constitute the notice required under California Health and Safety Code section 25915.5.

4. USE OF PREMISES

4.1 Use of Premises. For and during the Lease Term, and any extension or renewal thereof, Lessee shall use the Premises solely and exclusively for the provision of "Adult Day Health Services" as more fully described in Exhibit "B." Lessee shall provide the "Adult Day Health Services" in compliance with this Agreement and the Scope of Services in Exhibit "B." Additionally, Lessee may operate a paratransit vehicle (or multiple paratransit vehicles) in order to transport participants, volunteers, staff, employees, and others to and from the Premises and for

other purposes, all related to Lessee's provision of the "Adult Day Health Services." The insurance and indemnification provisions contained throughout this Agreement shall specifically include and fully cover the operation of such paratransit vehicle(s) and any other vehicle(s) by or for Lessee.

4.2 Conditions of Use. For and during the Lease Term, and any extension or renewal thereof, Lessee's use of the Premises, as set forth in Section 4.1 above, is subject to the following conditions, covenants and restrictions:

4.2.1 Except as provided in this Agreement, the Premises shall be used for the purposes specified in Section 4.1 above and for no other uses or purposes whatsoever, without the prior written consent of City.

4.2.2 Lessee shall not cause, permit or suffer any "Hazardous Materials" (as defined in Section 8.2.1 below) to be brought upon, left, used or abandoned on the Premises. Lessee shall further dispose of any medical waste in the manner required by law.

4.2.3 Lessee shall, to the satisfaction of City, keep and maintain the Premises and all improvements of any kind therein in a state of good repair.

4.2.4 Lessee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code section 3479) on the Premises, and Lessee shall not use or permit the use of the Premises for any unlawful purpose. Lessee further shall not commit any other act or thing on the Premises that may disturb the quiet enjoyment of any adjacent property owner or tenant.

4.2.5 City or its authorized representative shall have the right at all reasonable times to enter upon the Premises and inspect the general condition of the Premises to determine if Lessee is complying with the terms, conditions, requirements and provisions of this Agreement.

4.2.6 Lessee shall not discriminate against any employee, person or class of persons by reason of sex, race, color, creed, religion, age, familial status, sexual orientation, gender, national origin, or ancestry.

4.2.7 Lessee shall at all times retain active, qualified, competent, and experienced personnel to supervise Lessee's operation and to represent and act for Lessee.

4.2.8 Lessee shall comply with all requirements of the Americans with Disabilities Act in connection with Lessee's installation and/or construction of the Lessee Improvements.

4.2.9 Lessee shall provide City copies of its annual financial audit, as well as copies of all regularly scheduled, special, and annual Board of Directors meeting packets ("Directors Packets"). Such Directors Packets shall include, but not be limited to, the following information: financial statements, Board of Directors and Executive Committee meeting minutes, Standing Committee meeting minutes, Continuous Quality Assurance reports, and State licensing and certification review findings. Lessee shall distribute all

Directors Packets to City in accordance with the Brown Act (California Government Code section 54950, *et seq.*) and Lessee's Bylaws.

4.2.10 Lessee shall provide City, within five (5) days of receipt thereof, with copies or evidence of submission of all incident reports sent to any licensing agency and copies of all participant grievances that result in Lessee's Board of Directors' intervention or action. Within five (5) days of receipt of a request from City, Lessee shall provide copies or evidence of submission of state-mandated reports, including, but not limited to, reports of staffing changes, board member changes, monthly statistical summary, annual cost report, utilization review report, subcontracts, or elder abuse. Reports submitted to City pursuant to this Section 4.2.10 shall be provided in a manner that maintains the confidentiality thereof pursuant to the requirements of the federal Health Insurance Portability and Accountability Act of 1996.

4.3 Licenses, Permits, or Approvals. Lessee shall obtain at its sole cost and expense all licenses, permits, and approvals as may be required by law for the performance of Lessee's services under this Agreement. In the event that any of the Lessee's licenses, permits, approvals, or authorizations to operate and/or provide the "Adult Day Health Services" are terminated, suspended, or revoked, or expire without renewal (unless the responsible licensing agency provides Lessee written authorization to continue operating the "Adult Day Health Services" without such license, permit, or approval), or in the event Lessee fails to operate and/or provide the "Adult Day Health Services" at the time and in the manner required hereunder for more than five (5) consecutive days without obtaining City authorization to fail to do so, or in the event that Lessee fails to provide the required reports as described in Section 4.2.10 of this Agreement, Lessee shall be in default hereunder, and this Agreement shall immediately terminate unless City provides written notice that it does not intend to terminate this Agreement notwithstanding Lessee's default.

No permit, approval or consent given under this Agreement by City shall affect or limit Lessee's obligations hereunder, nor shall any approvals or consents given by City, in its capacity as a party to this Agreement, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations. Lessee shall comply with all of the terms and conditions of all such governmental approvals, permits, and/or licenses including, without limitation, the City Approvals, in its use and operation of the Premises.

4.4 Payments for Fees, Assessments, and Taxes. Lessee shall have the sole obligation to pay any fees, assessments, and taxes, plus any applicable penalties and interest, that may be imposed by law and arise from or are necessary for Lessee's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless the City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against the City, including any enforcement action that may be taken against the City for the same.

4.5 City's Rights of Access. City and its representatives shall have the reasonable right of access to the Premises, without charges or fees, during normal business hours during the Lease Term for the purpose of inspecting the Premises for compliance with this Agreement, including, but not limited to, inspecting Lessee's required operation and/or provision of the "Adult Day Health Services." Such access shall be coordinated through the Lease Officer and the Executive

Director of Lessee. City shall indemnify, defend, and hold harmless Lessee and Lessee's officers, employees, and agents from any damage caused by, or liability arising out of, the sole negligence of City or its representatives in their exercise of this right of access; provided that it is understood by the Parties that City does not, pursuant to this Section 4.5 of the Agreement, assume any responsibility or liability for any negligent inspection or failure to inspect Lessee's operations.

4.6 Parking. Lessee acknowledges that vehicular parking for the Premises is in a parking lot that is shared by Lessee and other uses of the Lakeview Senior Center on a first-come, first-served basis, with the exception of five (5) spaces directly in front of the Adult Day Health Center entrance that are designated via signage for Lessee's client pick-up during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. The five (5) reserved parking spaces are indicated on Exhibit "A," and no other parking spaces are reserved for the exclusive use of Lessee for any time.

4.7 Signage. Lessee shall at all times during the Lease Term, and any extension or renewal thereof, at its sole cost and expense, keep and maintain in good condition and in substantial repair Lessee's signage.

4.8 Covenants Regarding Nondiscrimination. Lessee covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person, or group of persons on any basis listed in subdivision (a) or (d) of section 12955 of the Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955, and section 12955.2 of the Government Code, in the use, occupancy, tenure, or enjoyment of the Premises, or any part thereof, nor shall Lessee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, or use of the Premises, or any part thereof. The foregoing covenants shall run with the land.

5. IMPROVEMENTS

5.1 Lessee Improvements. Lessee shall not make any alterations to the Premises without City's prior written consent. All improvements or alterations made by Lessee to the Premises that are fixed or attached to the building on the Premises (the "Lessee Improvements") shall remain and be surrendered with the Premises to City on expiration or termination of this Agreement, except that City may elect at the time it grants consent to the Lessee Improvements to require the Lessee to remove any Lessee Improvements at the expiration or termination of this Agreement. If City so elects, Lessee, at its sole cost, shall restore the Premises to the original condition of the Premises absent the Lessee Improvements prior to the expiration or termination of this Agreement. Prior to commencing construction and installation of any Lessee Improvements, Lessee shall obtain all governmental licenses, approvals, and permits required therefor, including building permits and any other approval from City as required by the City's Charter and/or Municipal Code (collectively, the "Required Approvals"). Lessee shall construct and install the Lessee Improvements in strict conformance with the Required Approvals. Lessee shall not commence the construction or installation of any Lessee Improvements until five (5) business days have passed from City's receipt of written notice by Lessee of the commencement date for the Lessee Improvements. Upon Lessee's completion of the Lessee Improvements, Lessee shall furnish City with a master key to the interior of the Premises. Lessee shall not subsequently change or alter the locks unless Lessee provides City with a new master key.

5.2 Prior Consent for Improvements. Lessee shall not make any alteration of or improvement to the Premises without the prior written approval of City.

5.2.1 In the event that Lessee desires to make any alteration, improvement, addition or utility installation in or about the Premises, Lessee shall present such request in writing to City, together with detailed plans of the proposed alteration or improvement. Lessee shall not commence such alteration or improvement unless and until City has granted approval thereto in writing.

5.2.2 In the event that City grants written approval to any requested alteration of or improvement to the Premises, such approval shall be deemed conditioned upon Lessee acquiring all governmental licenses, approvals and permits required therefor, and such alteration or improvement shall be constructed in strict conformance with the plans approved therefor by City. Once approved by City, no changes or alterations shall be made to the plans without the prior written approval by City.

5.2.3 In the event that City grants written approval to any requested alteration of or improvement to the Premises, Lessee shall construct such alteration or improvement at Lessee's sole cost and expense.

5.2.4 In the event that City grants written approval to any requested alteration of or improvement to the Premises, Lessee shall give City not less than ten (10) days' notice prior to the commencement of any work in the Premises by Lessee. City shall have the right to post notices of non-responsibility in or on the Premises or the building in which the Premises are located, as provided by applicable law.

5.3 Ownership of Improvements. All improvements, fixtures and facilities (exclusive of trade fixtures, portable buildings, vehicles and antennas), constructed or placed within the Premises by Lessee, including but not limited to the Lessee Improvements, and electrical and other utilities, listed or not, shall, upon the completion of construction, installation or placement within the Premises, be free and clear of all liens, claims and liability for payment for labor and material. Such buildings, improvements, fixtures and facilities, including but not limited to the Lessee Improvements (exclusive of trade fixtures, portable buildings, vehicles and antennas), shall become and remain the property of City at the expiration of this Agreement or earlier termination hereof, subject to City's election to require the removal of any Lessee Improvements as described in Section 5.1 of this Agreement.

5.4 "As-Built" Plans and Construction Costs. As a condition to the approval of any alteration of or improvement to the Premises, City shall have the right to require Lessee to prepare and furnish to City, at Lessee's sole cost and expense, and within sixty (60) days following completion of such alteration or improvement, a complete set of reproducible of "As-Built" plans for such alteration or improvement, and/or an itemized statement of the actual cost of the construction or installation of such alteration or improvement.

5.5 Modification of Alterations or Improvements. In the event that Lessee desires to modify or add to any alteration of or improvement to the Premises, Lessee shall not commence any such modification or alteration without the prior written consent of City.

5.6 Mechanics Liens or Stop-Notices. Lessee shall at all times indemnify and hold City harmless from all claims, losses, demands, damages, costs, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, including, without limitation, the Lessee Improvements, and from the cost of defending against such claims, including attorney fees and costs for counsel of City's choosing.

Lessee shall pay all costs for construction done or caused to be done by Lessee as permitted under this Agreement. Lessee shall keep the Premises free and clear of all mechanics' liens resulting from any construction done, for, or at the direction of Lessee. Lessee shall have the right to contest the correctness and/or validity of any lien if, and only if, Lessee procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1½) times the amount of the claim of lien immediately upon demand by City. Such bond shall meet the requirements of California Civil Code section 3143 and shall provide for the payment of any sum that the claimant may recover on the claim, together with the costs of suit if it recovers in the action. Should Lessee fail to accomplish the requirements of this paragraph within fifteen (15) days after the filing of such a lien or stop-notice, Lessee shall be in default hereunder and this Agreement shall be subject to immediate termination by City.

5.7 Compliance with Laws. Lessee shall carry out the design and construction of the Lessee Improvements in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code section 4450, *et seq.*, Government Code section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code section 51, *et seq.*

Lessee shall be solely responsible, expressly or impliedly, and legally and financially, for determining and effectuating compliance with all applicable federal, state and local public works requirements, prevailing wage laws, and labor laws and standards, and City makes no representation, either legally and/or financially, as to the applicability or non-applicability of any federal, state and local laws to the development of the Lessee Improvements, either on-site or off-site. Lessee expressly, knowingly and voluntarily acknowledges and agrees that City has not previously represented to Lessee or to any representative, agent or affiliate of Lessee, or its contractor or any subcontractor(s) for the construction or development of the Lessee Improvements, in writing or otherwise, in a call for bids or otherwise, that the work and construction undertaken pursuant to this Agreement as the Lessee Improvements is (or is not) a "public work," as defined in section 1720 of the Labor Code or under Davis Bacon.

Lessee knowingly and voluntarily agrees that with respect to the Lessee Improvements Lessee shall have the obligation to provide any and all disclosures or identifications as required by Labor Code section 1781 and/or by Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation. In addition to any other Lessee indemnifications of City set forth in this Agreement, Lessee shall indemnify, protect, pay for, defend (with legal counsel chosen by City) and hold harmless City and City's officers, officials, members, representatives, employees, and agents from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorney's fees, court and litigation costs, and fees

of expert witnesses), which, in connection with the development, construction (as defined by applicable law) and/or operation of the Lessee Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (i) the noncompliance by Lessee with any applicable local, state and/or federal law or regulation, including, without limitation, any applicable federal and/or state labor laws or regulations (including, without limitation, if applicable, the requirement to pay state and/or federal prevailing wages); (ii) the implementation of section 1781 of the Labor Code and/or of Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation; and/or (iii) failure by Lessee to provide any required disclosure or identification as required by Labor Code section 1781 and/or by Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation. It is agreed by the Parties that, in connection with the development and construction (as defined by applicable law or regulation) of the Lessee Improvements, including, without limitation, any and all public works (as defined by applicable law or regulation), Lessee shall bear all risks of payment or non-payment of prevailing wages under applicable federal, state and local law or regulation and/or the implementation of Labor Code section 1781 and/or by Davis Bacon, as the same may be amended from time to time, and/or any other similar law or regulation. "Increased costs," as used in this Section 5.7, shall have the meaning ascribed to it in Labor Code section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Lessee Improvements by Lessee.

6. MAINTENANCE AND REPAIR OF PREMISES.

6.1 Lessee's Obligation to Maintain Premises. Lessee shall at all times during the Lease Term, and any extension or renewal thereof, at its sole cost and expense, keep and maintain in good condition and in substantial repair, all to the satisfaction of City in its sole and reasonable discretion, the Premises and all appurtenances and every part thereof, including, without limitation, the obligation to maintain, repair and replace as necessary on the Premises: (i) floor and wall coverings; (ii) paint; (iii) cabinetry; (iv) ceiling tiles; (v) window coverings; (vi) lights and ballasts; (vii) all of the "Lessee Improvements" (as the term is defined in Section 5.1 above); (viii) window glass and door glass (including any replacement thereof and periodic washing of the interior and exterior of such glass surfaces); (ix) interior walls, storefront, and doors; (x) public and private restrooms, (xi) Lessee's signage; (xii) Lessee's personal property or property donated to Lessee; and (xiii) all interior portions of the Premises, excluding only those items specified in Section 6.3 below. Lessee shall repair any damage caused to any portion of the Premises by natural elements or as a result of any criminal acts such as robbery, burglary or vandalism improvements of any kind erected, installed or made on or within the Premises. Lessee shall at all times in the maintenance and use of the Premises and the buildings, structures, facilities, improvements and equipment thereon, comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein. Lessee shall maintain a checklist of those facilities, improvements, property, and equipment for which Lessee is responsible for maintenance and repair under this Section and shall conduct inspections at such times and in such intervals as the Parties shall reasonably determine are necessary.

6.2 Lessee's Default of its Maintenance Duties. In the event that Lessee fails, neglects or refuses to maintain or make repairs or replacements as required by this Agreement, City shall notify Lessee in writing of such failure or refusal. Should Lessee fail or refuse to correct or

commence to correct such default within ten (10) business days of receipt of such written notice from City, City may (but shall not be required to), itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and equipment, plus an administrative fee in the amount of fifteen percent (15%) of the sum of such costs, shall be paid by Lessee to City within ten (10) days of Lessee's receipt of a statement of such costs from City. Any such maintenance, repair or replacement by or on behalf of City shall not be deemed to be a waiver of Lessee's default under this Agreement, and shall not in any way impair, prevent or preclude City from exercising any of its rights or remedies set forth in this Agreement or otherwise provided at law.

6.3 City's Maintenance Obligations. Notwithstanding anything to the contrary in this Article 6, City shall be responsible during the Lease Term, and any extension or renewal thereof, at its sole cost and expense, for maintaining (i) the structural parts of the building and other improvements that are a part of the Premises, which shall include sprinkler and sprinkler heads and shall exclude glass and doors; (ii) the unexposed electrical, gas, telephone, and plumbing (including toilets, sinks, water heater, and water faucets); (iii) window frames, gutters, and down spouts on the building and other improvements that are a part of the Premises; (iv) heating, ventilating, and air condition systems servicing the Premises; (v) all exterior concrete patios, patio gates, and patio landscaping; (vi) exterior landscape areas of the Premises; (vii) normal wear and tear of the interior walls of the Premises; (viii) disposal of normal refuse; (ix) the security system serving the Premises, including hardware; (x) the parking lots and parking areas of the Premises; (xi) the roof of the Premises; and (xii) locks and hardware. All such City maintenance shall be conducted pursuant to the schedule generally used for City facilities, and any additional maintenance shall be conducted by Lessee at Lessee's sole cost and expense. Lessee shall not perform any maintenance of the areas covered by this Section 6.3 other than routine custodial maintenance that does not interfere with the structural integrity of the Premises or any of the items listed in this Section 6.3 without the Lease Officer's prior written consent, and all such labor and maintenance shall meet City's requirements. "Custodial maintenance" as used herein means maintenance such as washing walls, sweeping, raking, and other similar activities.

City shall not be obligated to repair, and Lessee shall maintain and repair, all damage(s) caused or resulting from the negligent acts or omissions of Lessee, reasonable wear, tear, and age-related breakdown excepted. Lessee may further request that City provide custodial services on a full-cost reimbursement basis, and City may not unreasonably deny such request.

7. INSURANCE AND INDEMNIFICATION

7.1 Insurance Requirements; Commercial General Liability Insurance. Lessee, at its sole cost and expense, shall maintain at all times during the Lease Term, including any extension or renewal thereof, commercial public liability insurance, contractual liability insurance and property damage liability insurance for the Premises and the conduct or operation of business therein, with City and its officers, officials, members, employees and agents as additional insureds, with a minimum limit of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate. Lessee shall have the right to satisfy such minimum insurance coverage requirements through umbrella or excess coverage policies. The limits of such insurance shall not limit the liability of Lessee. All such insurance shall insure the performance by Lessee of the indemnity provisions of Section 7.9 below as to liability for injury to, illness of, or death of

persons and damage to property. All such insurance shall be primary and shall provide that any insurance of City shall be noncontributing, and Lessee shall deliver to City additional insured ACORD Form 27 evidence of insurance, or any other form reasonably requested by City, issued by the insurance company duly licensed to conduct the business of insurance in the State of California and County of Orange, at least ten (10) days before Lessee either takes possession, occupies or otherwise enters any portion of the Premises. Lessee shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Lessee shall deliver to City and any additional insured such renewal certificate at least thirty (30) days before the expiration of any existing policy.

7.2 Property Insurance; City and Lessee Obligations. Lessee shall maintain fire and extended coverage insurance on the Premises subject to such reasonable deductibles as City may establish. City shall have the right but not the obligation to place on all or any portion of the Premises any other insurance City reasonably deems necessary, including without limitation earthquake, flood, and loss of rents not exceeding two (2) years. Lessee, at its sole cost and expense, shall obtain and bear the expense of casualty insurance insuring (i) the Lessee Improvements, fixtures, equipment, inventory, merchandise and any other property for which Lessee is responsible on the Premises, (ii) any alterations constructed by Lessee under Section 5.5 above, and (iii) plate glass on the Premises, against such risks. Such casualty insurance shall be in an amount not less than one hundred percent (100%) of their full replacement cost of the property set forth in clauses (i)-(iii) in the preceding sentence, providing protection against any peril included within the classification of "All Risks," including, without limitation, coverage for earthquake, sprinkler and flood damage (including earthquake sprinkler leakage) and theft. Lessee, at its sole cost and expense, shall obtain and bear the expense of (a) an "all risk" or "special causes of action" property policy in the amount of the full replacement cost coverage insuring (I) the Lessee Improvements and any property for which Lessee is responsible on the Premises, and (II) any alterations constructed by Lessee under Section 5.5 above, against such risks, and (b) an "all risk" or "special causes of action" policy of business interruption and/or loss of income insurance covering a period of two (2) years, plus such additional period of time, if any, as will permit Lessee to be in a position to have the same revenues as were in effect the day before a loss giving rise to a claim under such insurance occurs, with loss payable to City.

7.3 Workers' Compensation. Lessee, at its sole cost and expense, shall maintain at all times during the Lease Term, including any extension or renewal thereof, workers' compensation insurance as required by law, including employer's liability coverage.

7.4 Automobile Liability. Lessee, at its sole cost and expense, shall maintain at all times during the Lease Term, including any extension or renewal thereof, automobile liability insurance (including owned, non-owned, leased, and hired automobiles) in the amount of Two Million Dollars (\$2,000,000.00), single limit, per occurrence for bodily injury and property damage.

7.5 Professional Liability. Lessee, at its sole cost and expense, shall maintain at all times during the Lease Term, including any extension or renewal thereof, professional liability insurance (covering errors and omissions) in the amount of One Million Dollars (\$1,000,000.00) per each claim made.

7.6 Acceptable Insurance Companies; Termination. All insurance policies required to be carried by Lessee hereunder shall be issued by responsible insurance companies authorized to issue insurance in the State of California rated A-XV or higher by Best's Insurance Rating Service. All such policies shall provide that they shall not be amended in any way that would affect the interests of City or any such additional insureds, or cancelled, without at least thirty (30) days prior written notice to City and such additional insureds. Lessee shall deliver to City certificates evidencing the insurance required hereunder and all specified endorsements at least ten (10) days before Lessee either takes possession or occupies any portion of the Premises.

7.7 Increase in Coverage. City may from time to time, but not more frequently than once every three (3) years, require that the amount of commercial public liability insurance to be maintained by Lessee under this Article 7 be increased so that the amount thereof adequately protects the City's interest based on amounts of coverage required of comparable tenants in comparable buildings.

7.8 Deductibles; Blanket Coverage. Any policy of insurance required pursuant to this Agreement containing a deductible exceeding One Thousand Dollars (\$1,000) per occurrence must be approved in writing by City prior to the issuance of such policy. Lessee shall be solely responsible for the payment of any deductible. Any insurance required of Lessee pursuant to this Agreement may be provided by means of a so-called "blanket policy," so long as (i) the Premises are specifically covered (by rider, endorsement or otherwise), (ii) the limits of the policy are applicable on a "per location" basis to the Premises and provide for restoration of the aggregate limits, and (iii) the policy otherwise complies with the provisions of this Agreement.

7.9 Waiver of Subrogation. The insurance coverage required by this Article 7 shall contain a clause pursuant to which the insurance carriers waive all rights of subrogation against City or Lessee, as the case may be, with respect to losses payable under such policies. Lessee and City each waives any and all right of recovery against the other, or against the partners, members, officers, directors, shareholders, employees and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, if and to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage, or which is to be insured against under the terms of this Agreement. Any applicable deductible amount or co-insurance amount shall be treated as though it were recoverable under such policies. Notwithstanding the foregoing, it is agreed that in the event that any loss is due to the act, omission or negligence or willful misconduct of Lessee or Lessee's employees, directors, agents, or representatives, Lessee's liability insurance shall be primary and shall cover all losses and damages prior to any other insurance hereunder. The provisions of this Section shall not limit the indemnification provisions elsewhere contained in this Agreement.

7.10 Liability of City. City shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, agent or contractor of Lessee, resulting from or arising out of any act or omission of Lessee, its employees, agents, contractors, clients, users of its services, or of any person or entity holding under Lessee, or the occupancy or use of the Premises or any part thereof by or under Lessee, or directly or indirectly from any state or condition of the Premises, or any part thereof.

7.11 Lessee's Indemnification Responsibilities. Irrespective of any insurance carried by Lessee for the benefit of City, and notwithstanding any other provision of this Agreement to the contrary, Lessee shall indemnify and hold City, its officers, officials, members, employees, agents, and representatives harmless from and against any and all actions, claims, demands, judgments, attorney's fees, costs, damages, penalties, obligations, expenses or liabilities of any kind ("Claims") that may be asserted or claimed by any person or entity (including, but not limited to, any employee, agent or contractor of Lessee) in any way arising out of or in connection with this Agreement, the construction, installation and/or operations carried on by Lessee on the Premises or any lands to which Lessee has access hereunder, or the investigation, occupation, or use of the Premises by Lessee or any person or entity holding under Lessee whether or not there is concurrent passive or active negligence on the part of City, its officers, directors, employees, representatives and agents. Lessee's indemnification obligation shall extend to any Claims arising from the use, generation, storage, treatment, handling, transportation, disposal or release of any Hazardous Materials at, from or near the Premises or the building located on the Premises by Lessee or by or for anyone under Lessee's control. Lessee's indemnification obligations set forth in this paragraph and the related subparagraphs shall survive termination of this Agreement. Notwithstanding the foregoing, Lessee's indemnification obligations shall not extend to Claims arising from the sole active negligence or willful misconduct of City or its officials, employees, and representatives. In connection therewith:

7.11.1 Lessee shall defend any action or actions filed in connection with any Claims, with counsel of City's choosing, and shall pay all expenses and costs, including attorney's fees, incurred in connection therewith.

7.11.2 Lessee shall promptly pay any judgment rendered against Lessee or City covering any Claims, and hold and save City harmless therefrom.

7.11.3 In the event City or any City personnel is made a party to any action or proceeding filed or prosecuted for Claims arising out of or in connection with the possession or use of the Premises by Lessee or any person holding under Lessee, or the activities of Lessee, its officers, officials, members, employees, agents, representatives, clients, participants, and users of its services under this Agreement, Lessee shall pay to City any and all costs and expenses incurred by City in any such action or proceeding, together with reasonable attorney's fees for counsel of City's choosing.

8. LEGAL RELATIONS AND RESPONSIBILITIES

8.1 Nature of Relationship. City and Lessee understand and agree that the only relationship between them created by this Agreement is that of landlord and tenant, and that this Agreement does not create, and shall not be construed to create, any agency, partnership, joint venture or other relationship between City and Lessee.

8.2 Compliance with Law. Lessee 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 the activities of Lessee under this Agreement, or the possession or use of the Premises by Lessee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Lessee shall at all times observe and comply with all such

existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, City, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Lessee or any person or entity holding under Lessee.

8.2.1 Lessee shall not engage in any activity on or about the Premises that violates any "Environmental Law" (as that term is defined below), and shall promptly, at Lessee's sole cost and expense, take all investigatory and/or remedial action required or ordered by any governmental agency or Environmental Law for clean-up and removal of any contamination involving any hazardous material created or caused directly or indirectly by Lessee. The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the demised premises including, without limitations, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Sections 9601 *et seq.*; (ii) the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901 *et seq.*; (iii) California Health and Safety Code sections 25100 *et seq.*; (iv) the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code sections 25248.5 *et seq.*; (v) the Federal Water Pollution Control Act, 33 U.S.C. Sections 1317 *et seq.*; (vi) California Water Code section 13000 *et seq.*; and (vii) California Civil Code sections 3479 *et seq.*, as such laws are amended, and the regulations and administrative codes applicable thereto. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restrictive hazardous waste," or "hazardous substance" or considered a waste, condition of pollution or nuisance under the Environmental Laws; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos; (iv) substances known by the State of California to cause cancer and/or reproductive toxicity; and (v) any material or substance defined as "hazardous" by any Federal, State, or local law, statute, ordinance, regulation or order. It is the intent of the Parties hereto to construe the terms "Hazardous Materials" and "Environmental Laws" in their broadest sense. Lessee shall provide all notices required pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1988, California Health and Safety Code sections 25249.5 *et seq.* Lessee shall provide prompt written notice to City of the existence of Hazardous Materials on the Premises and all notices of violation of the Environmental Laws received by Lessee.

8.3 Prohibition Against Subcontracting, Assignment, and Sublease. It is expressly understood between the Parties that the experience, knowledge, capability, and reputation of Lessee were a substantial inducement for City to enter into this Agreement. Therefore, Lessee shall not, without the prior written consent of City, which City may withhold in its sole and absolute discretion, either voluntarily or by operation of law, subcontract, assign, mortgage, hypothecate or otherwise transfer this Agreement, or any interest in this Agreement, or permit the use of the Premises by any person or persons other than the Lessee, or sublet the Premises or any part thereof. Any transfer of this Agreement from Lessee by merger, consolidation, liquidation, or bankruptcy shall constitute an assignment for purposes of this Agreement. Any attempted or purported assignment, sublease or other transfer in violation of this Agreement shall be null and void, shall confer no right, title or interest in or to this Agreement, the Premises, or any part thereof, and shall constitute a material breach of this Agreement.

In the event an assignment, sublease or other transfer is made in compliance with the terms of this Section 8.3, and is evidenced by an assignment and assumption agreement in a form reasonably approved by City, Lessee shall be relieved from all liability hereunder except with respect to liability that accrued prior to the effective date of the assignment and assumption agreement.

8.4 Acknowledgement of City's Title. Lessee hereby acknowledges the title of City in and to the Premises, including real property and improvements existing or erected thereon, and Lessee hereby covenants and promises never to assail, contest or resist City's title to the Premises.

8.5 Liens. Lessee shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. Lessee further shall protect and indemnify City and the Premises from and hold them, and each of them, harmless against any and all claims, obligations, liabilities, liens, encumbrances and charges resulting from Lessee's use of the Premises. If a lien is placed on the demised premises, Lessee shall remove the lien within fifteen (15) days. If Lessee shall desire to contest any claim of lien, it shall release the property from said lien of record by providing the bond then required by California law for such release of that lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Lessee shall immediately pay and satisfy it.

8.6 Condemnation. If pursuant to the exercise of the right of condemnation or eminent domain (i) the Premises is taken or conveyed under threat of the exercising of such right, or (ii) only a portion of the Premises is so taken or conveyed and Lessee reasonably determines that the remainder of the Premises is inadequate or unsatisfactory for the purpose of operating and providing the services contemplated under this Agreement, or (iii) Lessee's access to the Premises is reduced by such taking or conveyance, or other reconstruction or alteration of the roadways abutting the Premises, whether or not property is actually taken from the Premises for such reconstruction or alteration, and Lessee reasonably determines that its access to the Premises is inadequate or unsatisfactory for the purpose of operating and providing the services contemplated by this Agreement, Lessee shall have the right to terminate this Agreement subject to Lessee's rights as set forth below. Such termination shall be effective on the date Lessee reasonably determines that its occupancy, use, or access (whichever is earlier) is inadequate or unsatisfactory for the purpose of operating or providing the services contemplated under this Agreement. The termination of this Agreement as provided above shall not operate to deprive Lessee of the right, and City expressly grants to Lessee the right, to make a claim for an award in condemnation, or participate in an award, for loss of business goodwill, relocation expenses, Lessee's leasehold interest and/or lease bonus value or leasehold advantage, loss or damage to fixtures and improvements made by Lessee to the Premises (excluding the value of any loss or damage to any fixtures or improvements the cost of which City provided to Lessee a credit hereunder), the value of Lessee's unexpired options to extend the Term, or any other claims that Lessee is permitted under applicable law to make or elects to make, or to receive notices and participate in the condemnation proceedings, including any settlement negotiations, whether conducted prior to or after the filing of a condemnation proceeding. City further agrees to provide to Lessee information regarding any settlement offers made to or by City, any appraisal reports made on behalf of City in connection with the condemnation proceeding, and all other data relevant to calculating the

compensation or damages to which City may be entitled in such a condemnation proceeding. Notwithstanding the forgoing, however, City shall be entitled to enter into an agreement or settlement with or sale or transfer to the condemning authority without the consent of Lessee.

8.7 Taxes. Lessee shall pay during the Lease Term and any extensions and renewals thereof all real and personal property taxes, assessments, exactions, rates, duties and any other charges of any kind or nature, levied or imposed by any governmental authority with respect to the Premises and Lessee's business operations thereon.

8.8 Attornment. City hereby reserves the right to sell any portion of the Premises at any time, to any person or entity. In such event, Lessee shall attorn to and become the Tenant of the successor in interest to City and recognize such successor in interest as the landlord under this Agreement. No attornment shall permit material interference with Lessee's rights under this Agreement, and any successor in interest to City shall recognize Lessee and its permitted successors and assigns as the tenant of the Premises and shall not disturb Lessee's right to quiet possession of the Premises during the Lease Term and any extensions or renewals thereof so long as no default has occurred or is continuing under this Agreement pursuant to Section 9.2 below.

8.9 Waiver of Claims. As a material part of the consideration to be rendered to City under this Agreement, Lessee hereby waives any and all claims that it may have against City during the Lease Term, or any extension or renewal thereof, for damage to goods, wares and merchandise upon or about the Premises, and for injury to Lessee, its employees, agents, representatives, invitees, or to third parties in or about the Premises, from any cause arising at any time, except for willful or negligent acts of City.

8.10 Surrender of Possession.

8.10.1 At the expiration of the Lease Term, as it may be extended pursuant to the terms of this Agreement, or termination of this Agreement, for any reason whatsoever, Lessee shall execute, acknowledge and deliver to City a quitclaim deed conveying all rights, title and interest of Lessee to the Premises, both land and improvements. Should Lessee fail or refuse to deliver the required deed to City, City may prepare and record a notice reciting the failure of Lessee to execute, acknowledge, and deliver such deed and said notice shall be conclusive evidence of the termination of the Lease and of all rights of Lessee or those claiming under Lessee in and to the Premises.

8.10.2 At the expiration of the Lease Term, as it may be extended pursuant to the terms of this Agreement, or termination of this Agreement, for any reason whatsoever, Lessee shall promptly quit and surrender the Premises in a good state of repair, reasonable wear and tear excepted.

8.10.3 At the expiration of the Lease Term, as it may be extended pursuant to the terms of this Agreement, or termination of this Agreement, for any reason whatsoever, Lessee shall, at its sole cost and expense, remove all portable buildings, equipment and personal property placed on the Premises by Lessee, and clear the Premises of all debris; and the Premises shall be surrendered to City in good order and clean condition, reasonable wear and tear excepted.

8.11 Disposition of Abandoned Property. If Lessee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for fifteen (15) or more days after such event shall, at City's option, be deemed to have been abandoned and transferred to City. City shall have the right to remove and dispose of any and all such property without liability therefor to Lessee or to any person or entity claiming under Lessee, and City shall have no duty to account for such property.

8.12 Security Measures. Lessee acknowledges that the Premises are leased to and accepted by Lessee in an "as-is" condition, and that the rent payable from Lessee to City hereunder does not include the cost of security guards or any other security services or measures. Lessee further acknowledges that City makes no representation or warranty, express or implied, regarding the security of the Premises or the need for or propriety of any security measures at the Premises; and Lessee further acknowledges that City shall have no obligation whatsoever to provide guard service or any other security measures. Lessee expressly assumes all responsibility for the protection and security of the Premises, Lessee, its agents, employees, invitees and property within the Premises from any and all acts of any third party.

8.13 Disputes and Attorneys Fees. In the event that any action is commenced by a party to this Agreement against the other to enforce its rights or obligations arising from this Agreement or seeking to interpret this Agreement, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all costs, plus reasonable attorneys' fees. Should City be named in any suit brought by any third party against Lessee in connection with or arising out of Lessee's occupancy or use of the Premises under this Agreement, Lessee shall pay to City its costs and expenses incurred in such suit, including reasonable attorneys' fees for attorneys of City's choosing.

8.14 Prior Leases. It is mutually agreed that this Agreement shall terminate and supersede any prior leases or agreements between the Parties hereto covering all or any portion of the Premises on and from the Lease Commencement Date of this Agreement.

9. DEFAULT AND TERMINATION

9.1 Term and Prior Termination. This Agreement shall continue for the Lease Term set forth in Section 1 hereof, unless this Agreement is terminated prior to its expiration by reason of the abandonment of the Premises or breach of this Agreement by Lessee as set forth in Sections 9.2 and 9.3 below, or unless this Agreement is terminated by City without cause as set forth in Section 9.6 below.

9.2 Default by Lessee. Each and every covenant and agreement contained in this Agreement is declared to be a condition to this Agreement, and to the Premises hereby demised to Lessee. Lessee shall be considered to have materially breached this Agreement, giving City the remedies specified in Section 9.3 below, in the event that any one or more of the following occur:

9.2.1 Lessee defaults in the performance of or breaches any covenant, condition or provision contained in this Agreement, and such default or breach is not cured within twenty (20) days after written notice thereof is served by City on Lessee; or

9.2.2 Lessee abandons or vacates the Premises; or

9.2.3 Lessee becomes insolvent; for purposes of this Agreement, Lessee shall be conclusively presumed to have become insolvent if:

- (a) A receiver is appointed to take possession of all or substantially all of Lessee's property because of insolvency; or
- (b) Lessee makes a general assignment for the benefit of creditors; or
- (c) Lessee allows any judgment against Lessee to remain unsatisfied or unbonded for a period of thirty (30) days or longer; or
- (d) An attachment or execution is levied upon or against any or all of Lessee's right, title or interest in or under this Agreement, and the same shall not have been released within thirty (30) days from the date thereof; or
- (e) Proceedings in receivership or bankruptcy have been or are about to be instituted against Lessee; or
- (f) Lessee is adjudicated a bankrupt.

9.3 Remedies on Lessee's Default. Should Lessee breach this Agreement, or should Lessee breach this Agreement and abandon the Premises prior to the natural expiration of the Lease Term, City may, in addition to any other remedy given City by law or in equity:

9.3.1 Continue this Agreement in effect by not terminating Lessee's right to possession of the Premises, in which event City shall be entitled to enforce all of City's rights and remedies under this Agreement; or

9.3.2 Terminate this Agreement and Lessee's right to possession of the Premises, and recover from Lessee:

- (a) The worth at the time of award of the unpaid rent which had been earned at the time of termination of the Lease; and
- (b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided; and
- (c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and
- (d) Any other amount necessary to compensate City for all detriment proximately caused by Lessee's failure to perform its obligations under the Lease; or

9.3.3 Terminate this Agreement and Lessee's right to possession of the Premises, and in addition to any recoveries that Lessee may seek under Section 9.3.2 hereinabove, bring an action to reenter and regain possession of the Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect; or

9.3.4 In the event Lessee becomes insolvent, City may, by giving twenty (20) days' notice to Lessee or to the person appointed to manage Lessee's affairs at the address for such person appearing in the official records of the court that appointed such person, terminate this Agreement and forfeit Lessee's interest in the Premises and in any improvements or facilities on or appurtenant to the Premises.

9.4 Waiver of Breach. The waiver by City of any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a continuing waiver of such term, covenant or condition, or a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this Agreement, unless such waiver is in writing signed by City. The acceptance of rent by City under this Agreement shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay the particular rent so accepted by City, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent.

9.5 Cumulative Remedies. The remedies given to City in Section 9.3 above shall not be exclusive, but shall be cumulative and in addition to any and all other remedies now or hereafter allowed by law or otherwise authorized elsewhere by this Agreement; and the exercise of one or more of said rights, powers, elections or remedies shall not impair City's right to exercise any other right, power, election or remedy.

9.6 Re-Entry. No entry or re-entry into the Premises by City shall be construed as an election to terminate this Agreement, unless prior thereto or concurrently therewith written notice of intent to terminate is given by City to Lessee. City's entry into possession of the Premises without having elected to terminate shall not prevent City from making such an election and giving Lessee notice thereof.

10. MISCELLANEOUS

10.1 Representative of Lessee. Lessee's Executive Director or designee is hereby designated as being Lessee's representative who is authorized to act on Lessee's behalf with respect to the work and services specified in this Agreement and to make all decisions on Lessee's behalf in connection therewith.

10.2 Lease Officer. The Real Estate Administrator or his or her designee (the "Lease Officer") is hereby designated as the City's representative authorized to act on its behalf with respect to the work and services specified in this Agreement and to make all decisions on City's behalf in connection therewith.

10.3 Notices. Any notice, payment or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery, by deposit with a reputable overnight courier that provides a receipt with the date and time of delivery, or by

depositing the same in any United States mail depository, first class postage prepaid, certified or registered, and addressed as follows:

If to City: City of Irvine
One Civic Center Plaza
Irvine, CA 92606
Attn: Real Estate Administrator

With a copy to: Rutan & Tucker, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626
Attn: Irvine City Attorney

If to Lessee: Irvine Adult Day Health Services, Inc.
20 Lake
Irvine, CA 92604
Attn: Executive Director

or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to whom directed. Except where service is by personal delivery, by registered or certified mail, return receipt requested, or by courier service, in which case service of any instrument or writing shall be deemed complete on delivery, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

10.4 Warranty of Authority. Each officer of City and Lessee affixing his or her signature to this Agreement warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions therein, that his or her respective party has the full legal right, power, capacity and authority to enter into this Agreement and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

10.5 Headings. The titles and headings of Article, Sections, and Paragraphs of this Agreement, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this Agreement, or to control, limit or modify any of the terms, covenants or conditions hereof.

10.6 Time of Essence. Time is of the essence of this Agreement. Failure to comply with any requirement, including but not limited to any time requirement, of this Agreement shall constitute a material breach of this Agreement.

10.7 Integration, Construction and Amendment. This Agreement represents the entire understanding of City and Lessee as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. This Agreement shall be governed by the laws of the State of California and construed as if drafted by

both City and Lessee. This Agreement may not be modified, altered or amended except in writing signed by both City and Lessee.

10.8 Success. Subject to the provisions of Section 8.3 above, this Agreement, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, City, Lessee, and their respective successors and assigns.

10.9 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, and Lessee agrees to submit to the personal jurisdiction of such court.

10.10 Non-Liability of Officers and Employees. No officer, official, employee, representative, or volunteer of City shall be personally liable to the Lessee, or any successor in interest of Lessee, in the event of any default or breach by City, or for any amount which may become due to Lessee or Lessee's successor(s) in interest, or for breach of any obligation of the terms of this Agreement.

No officer, official, employee, agent, representative, or volunteer of the Lessee shall be personally liable to City, or any successor in interest of City, in the event of any default or breach by the Lessee, or for any amount which may become due to City or City's successor(s) in interest, or for breach of any obligation of the terms of this Agreement.

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

10.12 Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

10.13 City's Disclaimer. Lessee acknowledges that City has made no representations, warranties, and/or agreements as to any matter concerning the Premises or its suitability for the use contemplated under this Agreement, including, without limitation, the land, topography, climate, air, water, water rights, utilities, present or future zoning, soil, subsoil, the purposes for which the Premises are suited, drainage, or access to public roads or extensions thereof. Lessee represents and warrants to City that Lessee and Lessee's representatives and employees have made their own independent inspection and investigation of the Premises. No patent or latent physical condition of the Premises, whether or not known or discovered, shall affect the rights of any party to this Agreement.

[End – Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of _____,
2017.

APPROVED AS TO FORM:



Jeffrey T. Melching, City Attorney,
City of Irvine

ATTEST:

Molly McLaughlin,
City Clerk

CITY

CITY OF IRVINE, a municipal corporation

Sean Joyce, City Manager

LESSEE

IRVINE ADULT DAY HEALTH SERVICES, a
non-profit public benefit corporation

Name:
Title:

EXHIBIT "A"

MAP AND DESCRIPTION OF THE PREMISES

Exhibit A - The Premises



**Lakeview
Senior
Center**



Exhibit A-2 – The Floor Plan

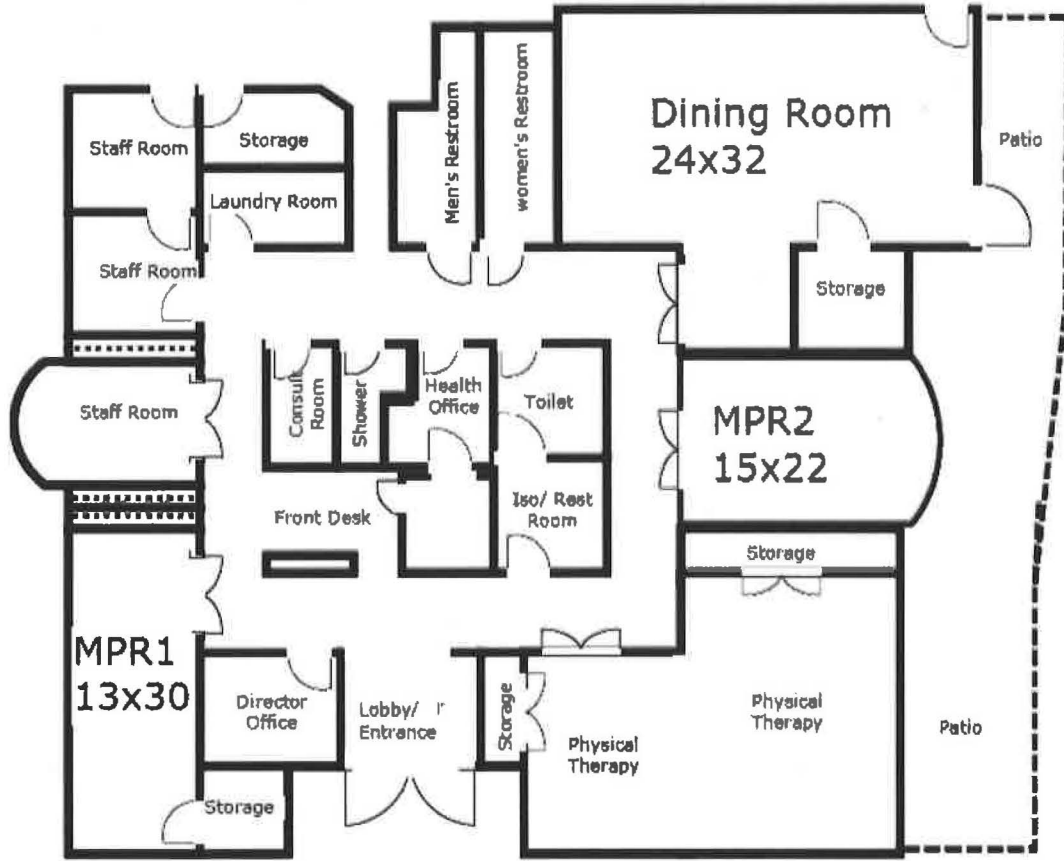


Exhibit A-3 Shared Space

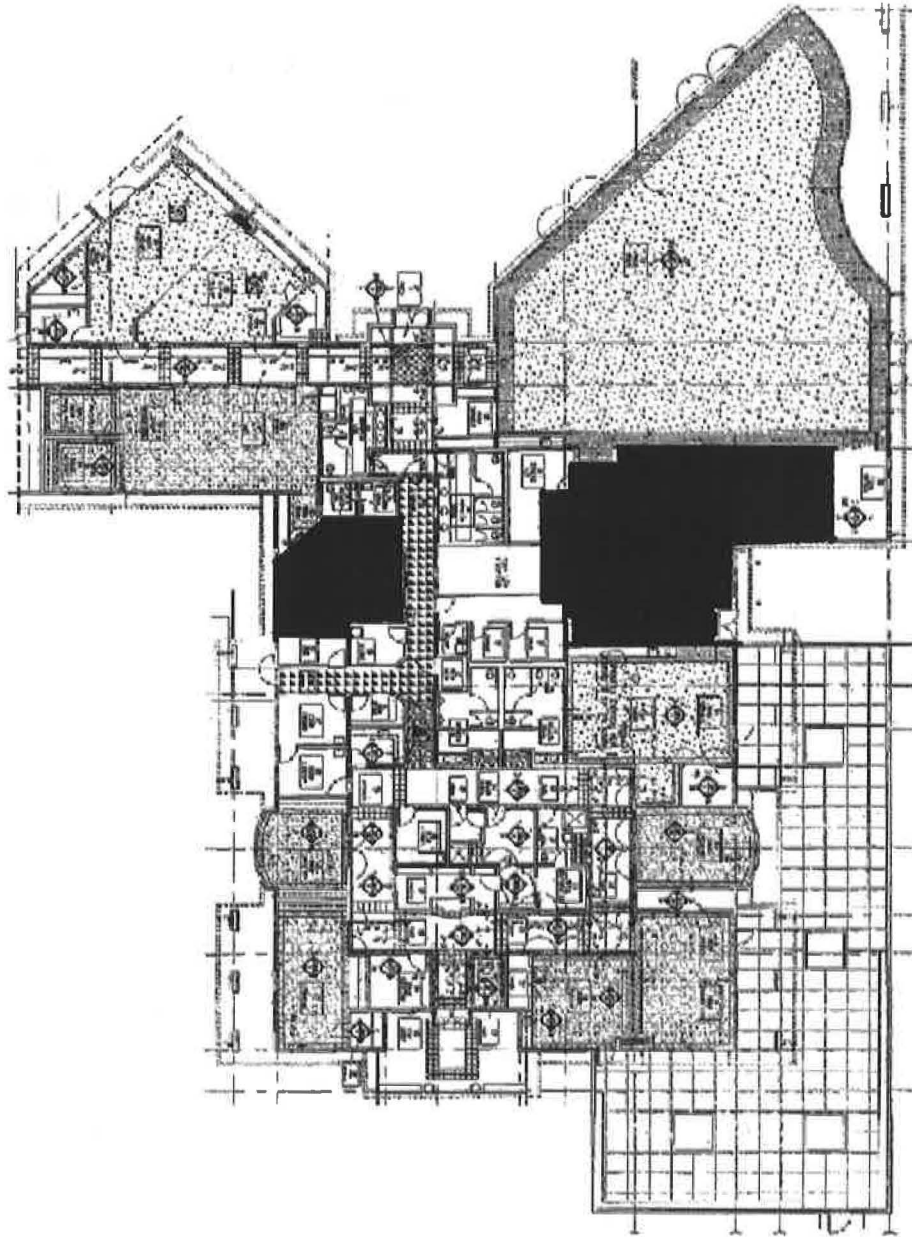


EXHIBIT "B"

SCOPE OF SERVICES: ADULT DAY HEALTH SERVICES

An individual care plan is developed for each participant, and indicates the services to be provided in the following areas. These services include but are not limited to the following:

- I. NURSING
 - A. Administration of medications
 - B. Monitoring of patient health status
 - C. Emergency treatment
 - D. Skilled nursing services (e.g., respiratory therapy, dressings)

- II. REHABILITATION SERVICES
 - A. Physical therapy
 - B. Speech therapy
 - C. Occupational Therapy
 - D. Health Screenings

- III. ACTIVITIES
 - A. Social Activities
 - B. Recreational Activities
 - C. Educational Activities
 - D. Community outings

- IV. NUTRITION
 - A. Preparation and serving of snack foods
 - B. Serving of meals
 - C. Food storage
 - D. Planning and serving of "special diet" foods
 - E. Nutritional counseling

- V. SOCIAL/PSYCHOLOGICAL SERVICES
 - A. Referrals to service providers
 - B. Group and individual counseling
 - C. Support groups
 - D. Home visits

- VI. OTHER
 - A. Fund raising activities
 - B. Volunteer program
 - C. Board and Advisory Group meetings

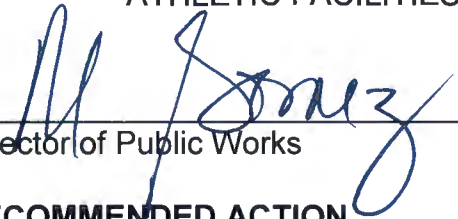
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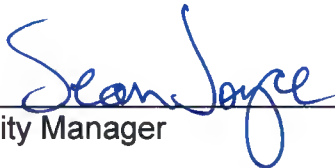
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 24, 2017

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



Director of Public Works



City Manager

RECOMMENDED ACTION

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

EXECUTIVE SUMMARY

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

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

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

The recommended contract excludes maintenance services for the proposed golf course and wildlife corridor. Service contracts for these elements of the park development will be presented separately for City Council consideration. The City's

purchasing policies require service contracts in excess of \$1 million for the Orange County Great Park to be reviewed by the Orange County Great Park Board and approved by the City Council. Accordingly, the proposed contract is scheduled for review by the Board on January 24, 2017 and presented for consideration by the City Council.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

This item will be presented to the Orange County Great Park Board of Directors on January 24, 2017. Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each City Councilmember when he or she sat and voted as a member of the Board of Directors of the Orange County Great Park. However, if a City Councilmember is not present at the City Council meeting, his or her vote will be reflected as absent.

ANALYSIS

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

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

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

exceed amount is reflective of future anticipated cost to maintain the Great Park upon full acceptance by the City. Expenditures would not be incurred or budgeted for new areas until the City has accepted the area for public use.

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

ALTERNATIVES CONSIDERED

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

FINANCIAL IMPACT

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

REPORT PREPARED BY: Dennis Chiotti, Landscape Maintenance Superintendent

ATTACHMENTS

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

Summary of Bids

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

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

SOCCER COMPLEX

SCHEDULED DUTIES

Grass Soccer Fields –per Section 2.21

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

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

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

Task	Unit Quantity	Unit	Estimated No. of Months
JTM Nutrients Complete @ 9 bags per acre	86.78	Acre	
JTM Activator Ca @ 8 bags per acre	86.78	Acre	
Best NitraKing @ 6 bags per acre	43.39	Acre	
Calcium Nitrate @ 6 bags per acre	86.78	Acre	
Best 19-6-12 w/ Polyon @ 6 bags per acre	43.39	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	520.68	Acre	
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	520.68	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	43.39	Acre	
Best X-Cote 43-0-0 @ 2 bags per acre	43.39	Acre	
Best 21-0-0 @ 3 bags per acre	43.39	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	173.56	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	173.56	Acre	
Aerate with 5/8" Hollow tines	173.56	Acre	
Slice/Spiking Aeration	43.39	Acre	
Verti-Drain Aeration w/ hollow tine 5/8"	43.39	Acre	
Verti-Drain Aeration w/ 3/4" solid tine	6	Acre	
Verti-Cut/Vacuum	43.39	Acre	
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	86.78	Acre	
Topdress with #30 Washed Silica Sand @ 1/4" per Application	86.78	Acre	
Topdress with Agromin 1/4" Universal Turf Amendment @ 650 cu. ft./acre	43.39	Acre	
Sod with Overseeded Tifway II Thick Cut	200,000	Sq.Ft.	
Sod with Tifway II	200,000	Sq.Ft.	
Overseed with Blackjack Bermuda grass seed @ 3 lbs/ 1,000 s.f.	43.39	Acre	
Total Annual Cost for Soccer Complex Seasonal Duties:			
Total Annual Cost for Soccer Complex Maintenance:			

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

ATTACHMENT 1

Summary of Bids

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

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

BASEBALL COMPLEX

SCHEDULED DUTIES

Baseball Fields –per Section 2.34

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

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

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

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

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

Total Annual Cost for Baseball Complex Maintenance:

B

\$ 781,313.50 \$ 1,139,704.00

Summary of Bids

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

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

SOFTBALL COMPLEX

SCHEDULED DUTIES

Softball Fields –per Section 2.34

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

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

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

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

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

Summary of Bids

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

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

TENNIS COMPLEX

SCHEDULED DUTIES

Tennis Court Maintenance-Per Section 2.37

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

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

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

Task	Unit	Unit Quantity
JTM Nutrients Complete @ 9 bags per acre	6	Acre
JTM Activator Ca @ 8 bags per acre	6	Acre
Growth Products Sodium Knockout @ 10 gallons/acre	36	Acre
Simplot All Season 10-2-8 Organic @ 8 bags/acre	3	Acre
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	12	Acre
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	12	Acre
Total Annual Cost for Tennis Complex Seasonal Duties:		
Total Annual Cost for Tennis Complex Maintenance: D		

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

VOLLEYBALL COMPLEX

SCHEDULED DUTIES

Sand Volleyball Court Maintenance

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

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

Summary of Bids

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

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

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

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

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

UPPER BOSQUE
SCHEDULED DUTIES

Upper Bosque Maintenance

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

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

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

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

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

Summary of Bids

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

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

UPPER BEE CANYON

SCHEDULED DUTIES

Bee Canyon Maintenance

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

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

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

Task	Unit Quantity	Unit	Estimated No. of Months
JTM Nutrients Complete @ 9 bags per acre	48.2	Acre	
JTM Activator Ca @ 8 bags per acre	48.2	Acre	
Best NitraKing @ 6 bags per acre	48.2	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	289.2	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	48.2	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	48.2	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	289.2	Acre	
Total Annual Cost for Upper Bee Canyon Seasonal Duties:			
Total Annual Cost for Upper Bee Canyon Maintenance: G			

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

STREETSCAPE

SCHEDULED DUTIES

Streetscape Maintenance

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

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

Summary of Bids

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

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

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

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

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

SQUADRON LOT

SCHEDULED DUTIES

Squadron Lot Maintenance

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

Total Annual Cost for Squadron Lot Scheduled Duties:

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

Task	Unit Quantity	Unit	
JTM Nutrients Complete @ 9 bags per acre	8.6	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	8.6	Acre	
Best 21-0-0 @ 3 bags per acre	8.6	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	4.3	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	4.3	Acre	
Total Annual Cost for Squadron Lot Seasonal Duties:			
Total Annual Cost for Squadron Lot Maintenance:			I

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

PALM COURT COMPLEX

SCHEDULED DUTIES

Palm Court Complex Maintenance

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

Summary of Bids

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

Current Contract
Unit Pricing
Merchants
Landscape Services

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

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

Total Annual Cost for Palm Court Complex Seasonal Duties:

Total Annual Cost for Palm Court Complex Maintenance:

J

TERRACE COMPLEX

SCHEDULED DUTIES

Terrace Complex Maintenance

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

Total Annual Cost for Terrace Complex Scheduled Duties:

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

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

Total Annual Cost for Terrace Complex Seasonal Duties:

Total Annual Cost for Terrace Complex Maintenance:

K

Merchants Landscape Services

Mariposa Landscapes Inc.

Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 368.00		\$ 809.60	416		\$ 915.20	\$ 415.00
\$ 179.00		\$ 393.80	192		\$ 422.40	\$ 167.00
\$ 198.00		\$ 217.80	170		\$ 187.00	\$ 140.00
\$ 85.00		\$ 187.00	119		\$ 261.80	\$ 125.09
\$ 325.00		\$ 3,932.50	356		\$ 4,307.60	n/a
\$ 117.00		\$ 1,415.70	112		\$ 1,355.20	n/a
\$ 292.00		\$ 321.20	338		\$ 371.80	n/a
\$ 43.00		\$ 47.30	58		\$ 63.80	n/a
\$ 34.00		\$ 149.60	51		\$ 224.40	n/a
\$ 25.00		\$ 110.00	43		\$ 189.20	n/a
\$ 175.00		\$ 770.00	400		\$ 1,760.00	\$ 175.00
\$ 135.00		\$ 148.50	250		\$ 275.00	\$ 135.00
\$ 800.00		\$ 1,760.00	2200		\$ 4,840.00	\$ 550.00
\$ 1,000.00		\$ 2,200.00	1200		\$ 2,640.00	\$ 1,295.00
		\$ 12,463.00			\$ 17,813.40	
		\$ 41,418.40			\$ 49,852.20	
Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 337.00	\$ 1,078.40	\$ 12,940.80	310	\$ 992.00	\$ 11,904.00	\$ 413.00
\$ 222.00	\$ 650.46	\$ 7,805.52	175	\$ 512.75	\$ 6,153.00	\$ 255.00
\$ 1.00	\$ 77.00	\$ 924.00	5	\$ 385.00	\$ 4,620.00	\$ 3.25
\$ 525.00	\$ 525.00	\$ 6,300.00	40	\$ 40.00	\$ 480.00	\$ 340.00
\$ 7.35	\$ 176.40	\$ 2,116.80	31	\$ 744.00	\$ 8,928.00	\$ 30.00
		\$ 30,087.12			\$ 32,085.00	
Price per Unit	Price per Month	Total Annual Cost	Price per Unit	Price per Month	Total Annual Cost	Price per Unit
\$ 368.00		\$ 2,355.20	416		\$ 2,662.40	\$ 415.00
\$ 179.00		\$ 1,145.60	192		\$ 1,228.80	\$ 167.00
\$ 124.00		\$ 396.80	170		\$ 544.00	\$ 140.00
\$ 85.00		\$ 544.00	119		\$ 761.60	\$ 125.09
\$ 325.00		\$ 12,480.00	356		\$ 13,670.40	n/a
\$ 117.00		\$ 4,492.80	112		\$ 4,300.80	n/a
\$ 292.00		\$ 934.40	338		\$ 1,081.60	n/a
\$ 43.00		\$ 137.60	58		\$ 185.60	n/a
\$ 34.00		\$ 435.20	51		\$ 652.80	n/a
\$ 25.00		\$ 320.00	43		\$ 550.40	n/a
\$ 175.00		\$ 2,240.00	400		\$ 5,120.00	\$ 175.00
\$ 135.00		\$ 432.00	250		\$ 800.00	\$ 135.00
\$ 800.00		\$ 5,120.00	2200		\$ 14,080.00	\$ 550.00
\$ 1,000.00		\$ 6,400.00	1200		\$ 7,680.00	\$ 1,295.00
		\$ 37,433.60			\$ 53,318.40	
		\$ 67,520.72			\$ 85,403.40	

Summary of Bids

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

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

VISITORS CENTER COMPLEX

SCHEDULED DUTIES

Visitors Center Complex Maintenance

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

Total Annual Cost for Visitors Center Complex Scheduled Duties:

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

Task	Unit Quantity	Unit	Estimated No. of Months
JTM Nutrients Complete @ 9 bags per acre	6.36	Acre	
JTM Activator Ca @ 8 bags per acre	6.36	Acre	
Best NitraKing @ 6 bags per acre	3.18	Acre	
Calcium Nitrate @ 6 bags per acre	6.36	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	38.16	Acre	
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	38.16	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	3.18	Acre	
Best 21-0-0 @ 3 bags per acre	3.18	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	12.72	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	12.72	Acre	
Aerate with 5/8" Hollow tines	12.72	Acre	
Slice/Spiking Aeration	3.18	Acre	
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	6.36	Acre	
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	6.36	Acre	

Total Annual Cost for Visitors Center Complex Seasonal Duties:

Total Annual Cost for Visitors Center Complex Maintenance:

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

Summary of Bids

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

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

BALLOON COMPLEX

SCHEDULED DUTIES

Balloon Complex Maintenance

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

Total Annual Cost for Balloon Complex Scheduled Duties:

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

Task	Unit Quantity	Unit	Estimated No. of Months
JTM Nutrients Complete @ 9 bags per acre	0.6	Acre	
JTM Activator Ca @ 8 bags per acre	0.6	Acre	
Best NitraKing @ 6 bags per acre	0.3	Acre	
Calcium Nitrate @ 6 bags per acre	0.6	Acre	
Growth Products Sodium Knockout @ 10 gallons/acre	3.6	Acre	
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	3.6	Acre	
Simplot All Season 10-2-8 Organic @ 8 bags/acre	0.3	Acre	
Best 21-0-0 @ 3 bags per acre	0.3	Acre	
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	1.2	Acre	
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	1.2	Acre	
Aerate with 5/8" Hollow tines	0.3	Acre	
Slice/Spiking Aeration	0.3	Acre	
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	0.6	Acre	
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	0.6	Acre	

Total Annual Cost for Balloon Complex Seasonal Duties:

Total Annual Cost for Balloon Complex Maintenance:

M

WEED ABATEMENT AREAS

SCHEDULED DUTIES

Weed Abatement Areas-Per Section 2.31.1

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

Total Annual Cost for Weed Abatement Area Maintenance:

N

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

Summary of Bids

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

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

SCHEDULED DUTIES

Retention Pond and Amenity Pond Maintenance

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

Total Annual Cost for Retention Basin Scheduled Duties:

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

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

Total Annual Cost for Retention Basin Seasonal Duties:

Total Annual Cost for Retention Basin Maintenance:

0

Reimbursement for rotors per Section 2.26.2 (Western Sector Only)

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

Total Estimated Annual Cost for Rotor Reimbursement:

Q

EXTRA WORK UNIT COST (WORK NOT GUARANTEED)

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

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

Summary of Bids

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

Current Contract
Unit Pricing
Merchants
Landscape Services

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

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

Summary of Bids

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

Current Contract
Unit Pricing
Merchants
Landscape Services

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

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

Summary of Bids

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

Current Contract
Unit Pricing
Merchants
Landscape Services

Merchants Landscape Services

Mariposa Landscapes Inc.

BID SUMMARY

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

AGREEMENT FOR TRADES-RELATED SERVICES

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

PART I FUNDAMENTAL TERMS

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

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

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

D. Party Representatives:

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

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

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

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

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

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

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

CITY OF IRVINE

MERCHANTS LANDSCAPE SERVICES, INC.

By: _____
Donald P. Wagner
Its: _____
Mayor

By: _____
Its: _____

By: _____
Sean Joyce
Its: _____
City Manager

By: _____
Its: _____

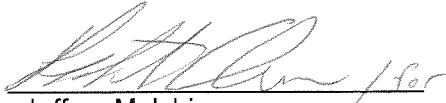
By: _____
Manuel Gomez
Its: _____
Director of Public Works

Attest:

By: _____
Molly McLaughlin
City Clerk

Contractor Information
Address for Notices and Payments:
1510 S. Lyon Street
Santa Ana, CA 92705

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP



Jeffrey Melching

Attn: Edgar Valdovinos
Telephone: (800) 645-4881
Email:
edgar@merchantslandscape.com

PART II GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

1.7 Identity of Persons Performing Work.

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

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

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

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

SECTION TWO: INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certificate Holder:

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

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

Additional Insured Endorsements shall not:

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

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

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

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

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

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

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

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

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

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.17 Conflicts of Interest.

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

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

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

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

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

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

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

SECTION FOUR: MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

Delays and Extensions of Time.

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

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

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

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

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

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

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

PART IV

SCOPE OF SERVICES

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

PART V

BUDGET

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

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

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

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

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

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

Contractors should submit invoices electronically to:

invoicesubmittal@cityofirvine.org

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

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

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: _____

WORKERS' COMPENSATION DECLARATION

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

(CHECK ONE APPLICABLE BOX BELOW)

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

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

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

Dated:	
Contracting Firm:	
Signature:	
Title:	
Address:	

PERFORMANCE BOND

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

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

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

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

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

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

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

ATTEST:

(Principal) _____
(Address) _____

(By) _____
(Title) _____

ATTEST:

(Surety) _____
(Address) _____

(By) _____
(Title) _____

PAYMENT BOND

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

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

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

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

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

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

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

ATTEST:

(Principal) _____
(Address) _____

(By) _____
(Title) _____

ATTEST:

(Surety) _____
(Address) _____

(By) _____
(Title) _____

ATTACHMENT I

2. Scope of Work/Technical Specifications

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

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

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

2.2 LOCATION

The area is bounded by:

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

2.3 SCHEDULES

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

2.4 PERFORMANCE DURING INCLEMENT WEATHER AND SANTA ANA WINDS

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

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

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

2.5 DAMAGE REPAIR

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

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

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

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

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

2.6 MEETINGS/INSPECTION

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

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

2.7 EXTRA WORK

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

2.8 RECORDS / REPORTS

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

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

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

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

2.8.4 Green Waste Report: The information required is:

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

2.8.5 Trash Waste Report

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

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

2.8.7 Failure to Comply

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

2.9 LIQUIDATED DAMAGES

2.9.1 Schedule Failure

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

2.9.2 Performance Failures

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

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

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

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

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

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

2.10 SUPERVISION

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

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

2.11 COMMUNICATION/EMERGENCY RESPONSE

2.11.1 The Contractor's Representative shall be accessible for cell phone and e-mail communication during normal work hours. Contractor shall have the ability to contact field crews within thirty (30) minutes of notification by the City Representative during normal working hours.

2.11.2 Contractor shall be available twenty-four (24) hours per day, seven (7) days per week to respond to all emergencies within two (2) hours of notification or "attempted notification." If Contractor cannot be notified or does not respond in a timely manner the City will respond, and all costs shall be charged to the Contractor.

2.11.3 The Contractor's Representative shall have a cellular telephone capable of sending and receiving e-mails. The phone number and an e-mail address for the Contractor's Representative shall be given to the City Representative. The Contractor shall notify the City Representative of any changes with contact information immediately.

2.12 WORKING HOURS & STORAGE/LAYDOWN AREA

2.12.1 Work days for scheduled contract duties are Monday through Friday. Work days for park patrolling and litter pick-up are Monday through Sunday, including Holidays. Contractor shall be responsible for overtime and other related City costs for work performed at the Contractor's discretion on weekends and holidays that may require verification and inspection by a City Representative.

2.12.2 Weekday working hours shall be no earlier than 6:00 a.m. and no later than 4:00 p.m. Pesticide applications and emergencies are exceptions.

2.12.3 Permission To Use Orange County Great Park Maintenance Facility: Contractor **may be** permitted, but no guarantees are implied, to use the onsite maintenance facility, and/or a designated outside storage area approved by the City ("Premise") for the sole purpose of storing materials and equipment related to providing landscape maintenance services at the Great Park. The permitted use will be under the following terms and conditions:

- a. City can terminate for any or no reason upon providing the Contractor with a written notice to vacate the premises.
- b. At the expiration or termination of this Contract, Contractor shall surrender the Premises to City in good order, condition and repair, and shall remove all of Contractor's personal property from the Premises. Any improvements constructed or placed upon the Premises by Contractor, other than Contractor's personal property, shall be the property of City and shall remain on the Premises at the end of the Term of this Contract unless City delivers notice to Contractor to remove the improvements, in which case the removal shall be

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

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

2.13 DISPOSAL

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

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

2.14 TRAFFIC SAFETY

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

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

2.15 CONTRACTOR PERSONNEL

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

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

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

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

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

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

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

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

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

2.16 LEAF BLOWERS

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

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

2.17 MATERIALS

2.17.1 Landscape Materials

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

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

2.17.2 Irrigation Materials

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

2.17.2b Contractor shall maintain an adequate inventory, either in truck or on site, for all irrigation equipment and materials to ensure repairs are completed on the day of system service checks.

- 2.17.2c Equipment or materials installed or furnished without prior approval of the City Representative may be rejected and the Contractor may be required to remove such materials from the site at his own expense.

2.17.3 Material Costs (For items not already included in contract)

The actual cost of all material passed on to the City shall be the wholesale cost of the material. The total cost of materials shall include:

- a. Wholesale cost (retail cost minus Contractor's discount).
- b. Applicable sales taxes.
- c. A markup up of 10% maximum.

2.18 WORKMANSHIP

All work shall conform to the City Landscape Manual and Standard Plans (<http://www.cityofirvine.org/search/gss/landscape%20manual%20and%20standards%20plans>) and current Landscape Industry Standards.

2.19 VANDALISM

Contractor shall be responsible for the labor to repair damaged landscaping caused by vandalism or vehicle accidents with material costs to be reimbursed by the City. The Contractor may be required to submit invoicing to establish the cost of materials.

2.20 EQUIPMENT

2.20.1 Contractor shall use only approved equipment during operation of this contract.

2.20.2 All equipment shall be in good working order with all manufacturer installed safety guards and devices in place.

2.20.3 Contractor shall provide dedicated equipment that will be stored and operated only at the Orange County Great Park. The equipment is as follows;

1. Three (3) 5 gang, hydraulic reel mowers
2. One (1) 22 inch walk behind reel mower
3. One (1) PTO driven aerifier
4. One (1) PTO driven topdresser
5. One (1) 49 hp tractor with front end loader attachment
6. One (1) Tractor mounted broadcast spreader
7. One (1) Walk behind low pressure field striper
8. One (1) PTO driven flail mower

2.21 TURF MANAGEMENT

- 2.21.1 Contractor shall mow all turf areas a minimum of once per week for a total of fifty-two (52) times per year.
- 2.21.2 Non warm season turf shall be mowed using a rotary mulching mower. Turf mowing height shall be set by the City Representative and no adjustments by the Contractor can be made without prior approval.
- 2.21.3 Bermuda turf shall be mowed using a hydraulic driven reel mower, capable of mowing a minimum height of one-half inch (1/2"). Turf mowing height shall be set by the City Representative and no adjustments by the Contractor can be made without prior approval.
- 2.21.4 Contractor may have to do a late start depending on the weather, frost and/or temperature conditions in order not to damage the turf. Contractor may be asked to provide additional mowers beyond the required minimum and necessary staff in order to complete the mowing of turf areas in their entirety prior to 9:00 a.m. throughout the year. Failure to complete these turf areas in their entirety will result in schedule failures and deductions may be applied in accordance with these specifications.
- 2.21.5 All turf and hardscape areas shall be free of turf clippings, plant debris and trash at the end of the scheduled mow day.
- 2.21.6 Contractor shall edge and trim growth around all hardscape, valve boxes, drains, trees and other permanent structures located in the turf a minimum of twice per month for a total of twenty-six (26) times per year.
- 2.21.7 Contractor shall edge and manually trim around fences without mow strips and around trees as needed to keep them weed free. Tree wells are to be maintained at no greater than eighteen inches (18") from the trunk.
- 2.21.8 Turf aeration is a seasonal duty that will be scheduled between the City Representative and the Contractor. The work will be billed upon completion.
- 2.21.9 Contractor shall aerate using hollow five-eighths inch (5/8") tines to a depth of three inches (3") at a time with spacing of six inches (6"). Some areas may require additional passes as determined by the City Representative. Plugs/cores shall be removed or dispersed within one (1) day to the satisfaction of the City Representative. Contractor is responsible for locating and marking irrigation and other components in turf prior to aerating. Plugs are to be dragged with a mat or brush until broken up.
- 2.21.10 Contractor shall hand water dry spots and remove weeds in all turf areas as needed.
- 2.21.11 Turf shall not be scalped. Contractor shall adjust mowing frequency to avoid scalping.

2.21.12 Soil Analysis/Fertilization:

- 2.21.12a. At the direction of the City Representative, the Contractor shall perform a predetermined soil and tissue analysis from the turf and/or planter areas. Contractor shall be responsible for up to fifteen (15) different tests and three (3) water sample tests per calendar year.
- 2.21.12b. Fertilization is a seasonal duty that will be scheduled between the City Representative and Contractor. The work will be billed only upon completion.
- 2.21.12c. Fertilizer material not listed in the Seasonal Tasks or Extra Work Unit Cost Sheet shall be billed per Section 2.18 Materials. Labor to apply the material shall be billed as per the Seasonal Work Unit Cost Sheet.
- 2.21.12d. When fertilizing a park or large turf area, apply in two directions (50% of the fertilizer in each direction) to ensure good coverage and eliminate striping.
- 2.21.12e. Contractor shall immediately clean up any fertilizer spilled on roads or sidewalks to prevent fertilizer from entering storm drains and to prevent staining. Fertilizer shall not be applied during rain events.
- 2.21.12f. Contractor will cover all area drains with plastic prior to applying granular fertilizer.
- 2.21.12g. Contractor shall be responsible for watering-in all fertilizers after each application.

2.21.13 All walkways, roadways, trails, landscaped areas or other areas dirtied by maintenance operations shall be cleaned prior to the completion of this operation or the end of the day, whichever occurs first.

2.21.14 The Contractor shall eliminate weeds in all turf areas through mechanical and/or following the Public Works Integrated Pest Management Policy. Chemicals shall be furnished by the Contractor and applied per California Department of Pesticide Regulations. The use of organic pesticides will be the first option when using chemicals for weed control. The City Landscape Maintenance Superintendent shall approve all chemical applications.

2.22 SPORTS TURF MANAGEMENT (STM)

2.22.1 Contractor shall mow all turf areas a minimum of once per week for a total of fifty-two (52) times per year. Additional mowing of athletic fields may be required for tournaments and on overseeded fields at the City Representative's direction.

- 2.22.2 Aerate turf by removing five-eighths inch (5/8") diameter hollow tine cores to a depth of 3" to 4" with spacing between cores, not to exceed 3", using a piston type aeration machine. All cores must be removed on the same day aeration takes place with the use of a core harvester or core pulverizer or other approved method. Contractor will be required to complete a minimum of four (4) acres per day per the standards specified. The contractor is also responsible for locating and marking irrigation and other components prior to aeration. The work will be billed only upon completion per the Seasonal Tasks Bid Document.
- 2.22.3 The above-specified STM aeration machine/s must be owned or leased and kept in the contractor's equipment yard to be available for possible aeration of problem areas encountered on the sports fields.
- 2.22.4 Contractor shall have slicing or solid tine spiking aerators which will be used throughout the year as directed by the City Representative. This work shall be billed only upon completion per the Seasonal Duty Bid Document Unit Price.
- 2.22.5 Verti-cutting is the process of mechanically removing thatch using fixed blades spaced less than one inch (1") apart to a depth of one quarter inch (1/4") inch into the soil. The debris shall be removed from the surface through a turf vacuum or rotary vacuum mower by the end of the day. This work shall be billed only upon completion per the Seasonal Duty Bid Document Unit Price.
- 2.22.6 Scalping/Dethatching of Bermuda grass involves mowing to one-half inch (1/2"), removing the debris, verticutting per **Section 2.22.5**, removing the debris, mowing again and a final clean-up of debris. This work shall be billed only upon completion per the **Seasonal Duty Bid** Document Unit Price.
- 2.22.6a. All thatch and debris will be vacuumed, picked up and disposed of off-site daily.
- 2.22.6b. All turf dethatch sites will be marked by a sign mounted on a wooden stake stating, "Turf Renovation in Progress". Signs shall be maintained in place for a period not to exceed two weeks.
- 2.22.7 Verti-Drain/Deep Tine aeration shall be required periodically throughout the year. Contractor must have the ability to provide "VERTIDRAIN/DEEP TINE" type aeration. Contractor is responsible for locating and marking irrigation and other components prior to Verti-Draining/Deep Tinning. The work will be billed only upon completion per the Seasonal Tasks Bid Worksheet.
- 2.22.7a. Solid Tine: This entails driving a spike with a minimum three-fourths inch (3/4") diameter, up to an eight inch (8') depth with spacing between cores not to exceed four inches (4")

into the soil at 90 degrees and exiting at a 45-degree angle so that it literally shatters the soil below. The Contractor will be required to complete a minimum of four (4) acres per day per the standards specified above.

2.22.7b. Hollow Core Tines: This entails driving a hollow core spike with a minimum three-fourth inch (3/4") inch diameter, up to an eight inch (8") depth with spacing between cores not to exceed four inches (4") into the soil at 90 degrees and exiting at a 45-degree angle so that it literally shatters the soil below. The Contractor will be required to complete a minimum of four (4) acres per day per the standards specified above. All cores must be removed on the same day hollow core tine aeration takes place with the use of a core harvester or core pulverizer or other approved method.

2.22.8 Sand Top-Dressing: Is to be applied to a depth of up to one-fourth inch (1/4") using a top dressing machine, evenly spreading the sand over the designated area. After the sand has been applied the entire area shall be dragged with an approved drag mat, going over the area in a circular pattern until the sand is evenly distributed and with a smooth surface and watered in thoroughly by the end of the workday. The sand used for topdressing will be a #30 washed silica supplied by Gillibrand or approved equal. The work will be billed only upon completion per the Seasonal Tasks Bid Worksheet.

2.22.9 Over-Seeding: Seed shall be spread by a broadcast type and covered with a one-quarter (1/4) inch of sand or organic topdressing. All seed and material will be supplied by the contractor. This may be done in conjunction with a scalping/de-thatching process. This work shall be billed only upon completion per the Seasonal Duty Bid Worksheet Unit Price.

2.22.10 Inter-Seeding/Spike and Seed: Seed shall be inserted into the soil using an inter-seeding or spike and seed machine. Applying the seed in two different directions over the designated area. After completion of the inter-seeding, the debris shall be removed. This work shall be billed only upon completion per the Seasonal Duty Bid Worksheet Unit Price.

2.22.11 Sod: Sodding shall be accomplished by removing existing turf and soil with the use of a sod cutter. New sod shall be installed and the height of the grade shall be level with existing turf and grade. Plastic netting shall be removed as or before the roll is being laid. All new sod areas will be rolled with an appropriate size and weight non-vibrating roller until the area is free of bumps and low spots (filling low spots will not be allowed without permission from the City Representative). Hand watering shall be done with a hose and is meant to provide adequate water to get the new sod rooted and established. The sod variety used shall be the decision of the City Representative, such as Tifway II hybrid Bermuda or an approved equal. All locations will require the use of sand-based sod; this shall be 85% or greater sand by volume. This work shall be billed

only upon completion per the Seasonal Worksheet Unit Price.

2.22.12 Filling: Filling of low areas shall be required upon request. Overall, field cover/filling will be required for correction of low areas or wet zones or to fill in old-field lines. Soil that is similar in consistency for the location of the work or dry topsoil (for wet fields) will be required for this and shall be approved by the City Representative and supplied by the contractor at the per unit price. The supplier must be able to demonstrate the suitability of the product for use in public parks by certifying in writing that the material does not contain sewage sludge, animal wastes, heavy metal contaminants or other products that could harm people or pets. This work shall be billed only upon completion per the Seasonal Duty Bid Worksheet Unit Price.

2.22.13 Top-dress one-fourths inch thick Tierra Verde Industries (TVI) 100 or equivalent shall be applied in a uniform appearance with use of mechanical methods as approved by the City Representative. This work shall be billed only upon completion per the Seasonal Duty Bid Worksheet Unit Price.

2.22.14 Soccer Goals and Field Closure Signs- The removal of soccer goals from the play area and installation of four (4) field closure signs per turf area.

2.22.15 Turf Painting:

2.22.15a Contractor shall paint regulation size soccer fields on each of the nine (9) natural turf Soccer Fields one (1) time per week on Fridays prior to 9:00 am or as directed by the City Representative.

2.22.15b Contractor shall paint one (1) regulation size soccer field on the North Lawn, one (1) regulation size soccer field on the South Flex Field and one (1) regulation size soccer field on the North Flex Field up to twelve (12) times per calendar year as directed by the City Representative.

2.22.15c Contractor shall paint batter's box and foul lines on seven (7) baseball fields and five (5) softball fields seven (7) times per week.

2.22.15d Painting operations as noted above will be scheduled with the City Representative.

2.22.15e All other painting operations in excess of the above mentioned will be considered a seasonal duty and will be scheduled with the City Representative. This additional work is not guaranteed and this work shall be billed only upon completion per the Bid Unit Work Sheet.

2.22.15f Regardless of the type of paint used and design required, best results are obtained when paint is applied to a clean,

dry, dust and grease-free base.

- 2.22.15g When applying paint, use large templates (if needed) and cardboard or wood windshields to minimize paint over-spray.
- 2.22.15h Painting Shaw Sports Turf systems with brushes or rollers is not allowed. Contractor shall use Pioneer GameLine aerosol paint, or an approved equal for all synthetic turf fields.

2.23 SHRUB, GROUND COVER AND ORNAMENTAL GRASSES

- 2.23.1 Contractor shall prune to maintain a healthy and natural appearance in the landscape. Under no circumstances shall any shrubs be poodled or balled. If shrubs are not in a hedge situation, then Contractor is not permitted to cube or square them. The tops shall remain natural and be selectively trimmed to restrict size where necessary. All work shall be per the City Representative's directive.
- 2.23.2 Pruning shall remove dead or diseased branches. At the direction of the City Representative, hedgerows may need to be skirted to allow improved irrigation coverage.
- 2.23.3 Selective pruning techniques shall be employed to maintain a natural appearance and boxed hedges shall not be allowed. Failure of the Contractor to perform selective trimming methods as directed shall result in a performance deduction.
- 2.23.4 Ground covers shall be managed so the plants do not impact or block irrigation coverage. Ground covers shall be feathered back at hardscapes in order to prevent a walled appearance. Extension hedge trimmers (stick trimmers) shall be used for all trimming operations on ground covers. No gas powered equipment shall be used during operating hours of the Orange County Great Park Balloon. Operating hours of the Balloon will be provided by the City Representative.
- 2.23.5 All flowering plants, ornamental grasses, shrubs and groundcovers shall have dead or yellowing foliage removed as needed, or as directed by the City Representative, in order to maintain a consistent and healthy appearance.
- 2.23.6 All ornamental grasses shall be cut down to six to eight inches annually starting the last week in February and completed by the end of April. Ornamental grasses along hardscape areas will require an additional cutting to six to eight inches in the month of September. On an as needed basis, or at the direction of the City Representative, minor cutting/facing of ornamental grasses shall be performed to prevent ornamental grasses from blocking irrigation and from growing over and onto hardscape areas.
- 2.23.7 Contractor shall restrict growth to areas behind curbs and sidewalks, to tops of walls and fences, and two feet (2') from all structures. Also,

restrict growth of ground covers twelve inches (12") away from shrubs, trees, and other structures. At the direction of the City Representative, shrubs may have to be skirted to allow improved irrigation coverage.

- 2.23.8 Contractor shall restrict growth, through pruning, to maintain safe road visibility and optimum irrigation coverage in accordance to Standard Plan 403, Section 8.
- 2.23.9 Contractor shall control weeds by keeping all planters, shrubs and ground cover areas free of visible weeds at all times. . Contractor shall adhere to the City of Irvine's Public Works Integrated Pest Management Policy. The use of mechanical means to control weeds shall be the first option.
- 2.23.10 Contractor shall remove dead shrubs and backfill to existing grade with imported soil as necessary to maintain a consistent finished grade. Sinkholes will not be acceptable under any circumstances. Replacement of shrubs will be in accordance with the City Landscape Standards.
- 2.23.11 Contractor shall maintain mulch at a depth of three inches (3") in all shrub areas and existing open space areas that contain mulch (or any sign of mulch) at time of bid. Use Tierra Verde-200, fully composted, 2-inch minus material. Use of any other mulch product shall be dependent upon submission of a sample for approval by the City Representative. The supplier must be able to demonstrate the suitability of the product for use in public right-of-ways by certifying in writing that the material does not contain sewage sludge, animal wastes or heavy metal contaminants. The Contractor is responsible for all mulch for this contract, including labor for application. Mulch shall be added and/or dressed up at direction of the City Representative.
- 2.23.12 Annual renovation of groundcovers and shrubs may be required as determined by the City Representative. This may involve mowing or other extraordinary trimming operations including selective thinning of stems, hard cutbacks and selective removals/thinning in order to better manage the long-term condition of the groundcover and shrubs.
- 2.23.13 Contractor shall use a combination of techniques (raking and blowing) to prevent the build-up of leaf material and trash from forming on groundcover, turf or hardscape improvements. This work shall be performed as needed depending on seasonal and weather conditions, and as requested by the City Representative.
- 2.23.14 Contractor is responsible to mow the Buffalograss surrounding the Amenity Ponds and to the west of the North Lawn one (1) time per month from March through November at a height set forth by the City Representative.
- 2.23.15 Contractor will be responsible to provide a minimum of a three (3) man weed crew per Section 2.15.5 Monday through Friday to remove

weeds and debris within the planting areas.

2.24 TREE CARE

- 2.24.1 Contractor shall stake and support trees, in accordance with City of Irvine Standard Plans. The Contractor shall provide all tree stakes and approved hardware as part of this contract.
- 2.24.2 Stakes and ties shall be placed so no chafing or girdling of bark occurs.
- 2.24.3 All guy wires, ties and stakes shall be checked regularly to avoid girdling and damage to trees, and shall be removed only with the approval of the City Representative.
- 2.24.4 Contractor is to provide the necessary equipment and personnel to trim/prune all trees once every three (3) years. Two exceptions to this requirement are 1) the Eucalyptus trees along C Street which will be trimmed/pruned/lifted once per year and 2) the trees such as Elms and Palms will be trimmed/pruned two times per year. Additional trimming may be required. Cost associated with trimming/pruning shall be included in the Unit Price for Tree care – Scheduled Duties.
- 2.24.5 Remove, stump grind, backfill and compact to level terrain any dead trees. The exact location of any tree removed must be reported in writing to the City Representative. Replacement of trees will be in accordance with the City of Irvine Standard Plan and per the Extra Work Unit Cost Worksheet. Contractor is advised to review City of Irvine Standard Plans on the City Website for plan requirements prior to finalizing a unit cost for their bid. Cost associated with this work will be extra work and be included in the Unit Price for Tree care – Extra Work.
- 2.24.6 Contractor is required to pick up tree debris and branches on the ground as needed. Re-stake or remove leaning trees shall be at the direction of the City Representative.
- 2.24.7 Pruning shall conform to American National Standard, ANSI A300, Tree Care Operations for Tree, Shrub and Other Woody Plant Maintenance – Standard Practices.
- 2.24.8 Pruning shall generally be Maintenance Pruning as described in ANSI A300, Section 5.3.3.2.
- 2.24.9 The Contractor's Representative shall meet with the City Representative prior to beginning work in each of the specified locations to inspect and determine the pruning objectives of the location. Once work begins, it shall be the responsibility of the Contractor's Representative to visually inspect each tree prior to pruning. If a condition is observed that requires additional attention, this condition shall be reported immediately to the City Representative. The Contractor's Representative shall be responsible to verify that all

work in progress is in accordance with ANSI Z133.1 Safety Requirements.

- 2.24.10 Contractor's Representative shall be responsible to verify that all work in progress is in accordance with ANSI A300 Standard Practices, and City of Irvine pruning objectives. The City Representative shall have the option to withhold payment for completed work not complying with ANSI trim standards and City of Irvine pruning objectives.
- 2.24.11 Contractor shall provide a Certified Arborist, certified by the International Society of Arboriculture, to oversee the tree pruning operation. It is expected that this person will be able to communicate effectively in both written and oral English. Any order or communication given to the Certified Arborist shall be deemed as delivered to the Contractor.
- 2.24.12 All mature City trees shall be kept raised to eight feet (8') over sidewalks and landscaping and fourteen feet six inches (14'6") over streets and bike trails at the City Representative's direction. All pruning shall comply with International Society of Arboriculture (ISA) Standards. Juvenile (less than 18' tall) trees shall be allowed to retain lower branches (as specie appropriate) until the trunk has developed to a point that stakes are no longer necessary to support the crown of the tree. Juvenile and mature trees located in bioswale and drainage areas may be allowed to retain lower branches at the direction of the City Representative.
- 2.24.13 Contractor shall not remove lower branches, except to provide vehicle or pedestrian clearance. Contractor shall remove all sucker growth, dead or unsightly branches and all growth that adversely impacts irrigation coverage.
- 2.24.14 Trees in Boxes and Containers
 - a. Contractor shall maintain all trees in boxes and containers by watering, fertilizing, weeding and trimming. Contractor shall prune all trees in boxes and containers according to ISA standards and in accordance with Section 2.24. Citrus trees shall be pruned according to citrus production standards. All weeds and debris shall be removed from the surface area of the box and surrounding areas.
 - b. All boxes shall be inspected bi-weekly for deterioration. Any protruding nails or fasteners shall be secured flush with the box surface. Contractor shall maintain all boxes and containers in the highest aesthetic appearance and free of loose parts and components that are deemed unsafe. Contractor shall replace any boxes and containers deteriorated due to weather OR deemed unsafe by the City Representative. This work shall be billed as an extra per the unit cost list when the work is correctly completed.

- c. Contractor shall replace damaged containers with nursery container constructed of certified redwood with ring shank nails and zinc coated strapping.

2.25 SYNTHETIC TURF

2.25.1 Cleaning and Stain Removal

Contractor will be responsible for the cleanup of stains, gum and debris on the synthetic turf on a daily basis.

- a. Synthetic turf will be groomed using a dedicated sweeper pulled by a utility cart (see 2.25.3a). This task will be scheduled on a bi-weekly basis.
- b. Synthetic turf will be disinfected at least one (1) time per month using Pioneer Titan T.G. turf disinfectant or an approved equal. Disinfectant will be applied using a boom sprayer. Additional applications of disinfectant may be required and will be invoiced based on the Seasonal Duties Unit Price.

2.25.2 Litter Removal

Light trash (paper, peanut shells, sunflower seeds, athletic tape, etc.) will be removed by hand, or by using airbrooms and brooms on a daily basis.

2.25.3 Sweepers

- a. Contractor shall provide Weidenmann Terra Clean 100 or equivalent as approved by the City Representative. Contractor shall use this equipment solely for this contract and shall own, operate, maintain, repair and keep this equipment upon termination of this contract.

Contractor shall provide TS 4x2 Gator by John Deere or equivalent as approved by the City Representative. Contractor shall use this equipment solely for this contract and shall own, operate, maintain, repair and keep this equipment upon termination of this contract.

- b. Brush Setting: The brush setting should be monitored. The actual setting will depend on the model and type of sweeper. The sweeper will work best when the brush is set so that it barely touches the tips of the fibers of the turf.
- c. Synthetic Turf Loading Limitations: Brushing and brush cleaning may require several trips over the field to finish the operation. Any sweeper that weighs more than three hundred pounds (300 lbs.) should have turf type low ground pressure tires (pneumatic tires) with a maximum tire pressure of thirty-five (35) pounds per

square inch (psi). Vehicles shall not be parked on the turf, especially in the heat of the day, or leave vehicles on wet turf for long periods of time.

2.25.4 Infill Management on Synthetic Turf Field

Contractor will be responsible for performing routine inspections of the playing surfaces to identify low spots and depressions. Low spots and depressions will be leveled out using Shaw EnviroFill encapsulated infill. Infill will be applied using a Redexim Rink SP950 infill spreader or equal, metal tines and a vibrating plate.

2.25.5 Synthetic Turf Repair

Contractor will be responsible for any repairs to the synthetic turf playing surface, Brock Shock Pad, Geo Liner and base material. Repairs shall be completed following the manufacturers' recommendations. Repairs may include, but not be limited to, patching tears, replacing damaged sections of turf and leveling depressed areas not leveled using extra infill material.

2.25.6 Synthetic Turf GMax Testing

Contractor will be responsible to perform an annual GMax test on each of the eight (8) synthetic fields. The GMax test must be performed by Sports Labs USA.

2.25.7 Synthetic Turf Weed Management

Contractor will use a walk behind edger along the mowstrip of all eight (8) fields to eliminate Bermuda grass intrusion into the synthetic turf. The edging will go along the outside of the concrete mow strip and be at a depth of no less than three inches (3"). This will be completed a total of fifty-two (52) times per year.

2.25.8 Synthetic Turf Line Painting

Contractor may be required to paint additional lines on the synthetic fields. The paint used must be labeled for artificial turf use, similar to the Sherwin Williams SherStripe brand. This work will be considered Scheduled Duties and be billed per the Scheduled Duties Unit Cost.

2.26 IRRIGATION

2.26.1 Contractor shall provide three (3) full time irrigation technicians, supervision, equipment and supplies/materials, as needed, to service and repair landscape irrigation systems including, but not limited to, piping, wiring, spray heads, electric valves, automatic controllers, boxed and container trees, drip systems, master valves, pressure regulators, mainline repairs up to forty-eight inches (48") in depth, booster pumps, and strainer basket assemblies. The irrigation technician shall have a

vehicle stocked with all common components (e.g., RainBird 1806/1812 bodies and nozzles), as well as gear driven rotors to replace failed parts with original equipment hardware. Aftermarket “knock-off” parts, such as pop-up bodies and nozzles, will not be acceptable replacement hardware.

- 2.26.2 Service and repair includes, but is not limited to, testing, adjusting, troubleshooting, providing all parts, tools, and labor necessary to complete service and repairs, and repairing all system components from the male adapter coming from the water meter to the sprinkler heads/drip tubing. This includes, but is not limited to, the valve and its components, lateral lines, swing joints, sprinklers, nozzles, PVC mainlines and drip system components within the boundaries of this contract on a scheduled and as required basis. The City shall pay for replacement valves and rotors located within the Western Sector of the Park. Upon approval from the City Representative only after every effort has been made to repair the valves and rotors per the Rotor Reimbursement Sheet. The City will pay the material cost only plus applicable markup per Section 2.17 for replacement valves and rotor sprinklers as needed; the Contractor shall supply the labor to install them at no cost to the City. Irrigation heads and valves located within the Sports Park, Bee Canyon and Bosque areas will be under Manufacturer’s warranty and not fall within the Rotor Reimbursement.
- 2.26.3 Contractor shall provide at minimum three (3) full time equivalent irrigators solely to the Orange County Great Park and shall allow a six (6) minute minimum for the irrigation technician to check each valve as described in Irrigation System Servicing. Additional time will be needed for all other repairs and other necessary irrigation maintenance.
- a. In addition to the minimum hours required in Section 2.26.3, an additional monthly minimum of twenty (20) hours are required for drip system remote control valve service.
 - b. Refer to Section 2.26.8 “Drip/Subterranean Irrigation Systems Maintenance”, which also requires that “Contractor shall flush all filter strainers and all end caps (drip systems) every thirty (30) days”. After completion of the inspection, the Contractor shall make all necessary repairs to the system to function as designed.
- 2.26.4 Contractor is responsible for the maintenance, repair, and if necessary, replacement of remote control connectors at no additional cost to the City. Solar controllers must be inspected using a test program run from the controller.
- 2.26.5 Irrigation Systems Servicing
- a. All systems shall be serviced (tracked) once every fourteen (14) calendar days.

- b. System servicing includes, but is not limited to, the following procedures and tasks:
 - 1. Control valve opening and closure, so as not to interfere with other control valve operation (RCV, remote control valve, to be tuned to achieve full closure within fifteen (15) seconds).
 - 2. Optimum flow to allow sprinklers to operate at manufacturer's specifications. Systems that 'fog' (exceed manufacturer's recommended operation pressure) shall be corrected by incrementally closing the flow control on the remote control valve (RCV), until working pressure falls within the manufacturer's recommendation.
 - 3. Leaks at the solenoid, manual actuator valve and fittings.
 - 4. Solenoid wire connections, to be connected with the proper watertight connectors.
- c. Testing the lines for leaks:
 - 1. Pressurize all lateral lines by activating the control valve via the controller/radio remote control device.
 - 2. Visually inspect the control valve zone of irrigation for water surfacing/puddles.
 - 3. Inspect around each sprinkler for leaks at the swing joint assembly.
- d. Testing irrigation heads for proper operation and coverage:
 - 1. Activate the control valve via the controller/radio remote control device.
 - 2. Inspect each sprinkler for:
 - i. Leaks at the wiper seal
 - ii. Damaged sprinkler body
 - iii. Damaged, missing or plugged nozzles
 - iv. Correct nozzle, radius and arc
 - v. Pressure Compensating Screens (PCS), if applicable
 - vi. Rotors – check for complete rotation to required arc and for slow rotation compared to other sprinklers in same zone.
 - vii. Proper alignment, both in terms of vertical straightness (or orientation relative to slope) and

operational height of nozzle above the plant material being irrigated. This will require occasional raising/leveling of the sprinklers, done at no additional cost to the City. If plants block sprinkler pattern, the technician is to mark the plant material with paint and coordinate the trimming/removal with the maintenance crew.

- viii. Check valve operation – visually inspect for slow sprinkler weeping on the lowest head on a lateral after control valve is deactivated.
- ix. Mixed sprinklers (nozzles) with different precipitation rates.

- 3. Troubleshooting each system, as required. Valves that do not activate must be serviced to assure ports are clear of debris or corrosion and the solenoid is tested electrically before a valve is replaced. No valve can be replaced unless the City Representative authorizes such action.

2.26.6 Monthly Service

- a. Check pressure regulators for static and operating pressure and adjust as required.
- b. Check and clean basket strainers.
- c. Routine repairs and adjustments shall be completed on the day of scheduled service.
- d. No systems shall be shut down for more than forty-eight (48) hours at one time because of a system failure.
- e. Non-routine repairs are to be completed within forty-eight (48) hours of discovery.
- f. Contractor shall be responsible for the replacement of plant material, with the same size, due to improper irrigation maintenance techniques.
- g. Irrigation service technician must be able to write and communicate orally in English and meet the qualifications described in the Scope of Work.
- h. Irrigation technician shall mark on the irrigation tracking sheets the overall appearance of the landscape condition. Dead or dying grass, shrubs, ground covers or trees shall be noted during the irrigation service cycle.

2.26.7 Annual Irrigation Systems Maintenance

- a. Contractor shall test and adjust all pressure regulators and clean all strainer assemblies annually per schedule, which is between November 1 and February 15 each year. Only genuine, non-aftermarket materials shall be used. One hundred percent (100%) of all pressure regulators shall have diaphragm, spring assemblies, and rubber parts replaced, resulting in a one (1) year cycle where all regulators shall be rebuilt.

There are thirteen (13) pressure regulating master valves and 1 pressure regulator (P/R) (2 each - 3" Watts, 1 each - 1.5" Watts, 1 each - 2" Watts, 1 each - 2" Superior, 1 each - 2" Wilkins P/R, 8 each - 4" Cla-Val) at the park. The Contractor shall cover all costs for parts and labor to complete the rebuild process per the schedule defined by the City Representative.

Contractor shall service one (the first) pressure regulator and obtain approval from the City Representative that it was serviced properly. If not serviced properly, the Contractor shall service it again to meet the requirements of the City Representative. Once correctly serviced, the Contractor shall continue with servicing of the remaining pressure regulators while obtaining approval from the City Representative during the process. If the pressure regulator is not correctly serviced the second time, the Contractor shall hire a third party such as Cla-Val, or equivalent, to service one (the first) pressure regulator and obtain approval from the City Representative that it was serviced correctly. The third party shall service all of the remaining pressure regulators. Contractor shall pay for all expenses related to the need to hire a third party if directed to do so by the City Representative.

- b. Complete all annual irrigation system maintenance between November 1 and February 15 of each year during the life of this contract.
- c. Adjust all irrigation control valves to meet the manufacturers' specifications. The Contractor's Representative shall test the last sprinkler on each control valve with a pressure gauge installed in line with the nozzle or with a pitot tube and gauge.
- d. Raise all irrigation components to grade in turf areas as directed by the City Representative at no additional cost to the City. This includes all valve boxes, quick coupler boxes and sprinklers.

2.26.8 Drip/Subterranean Irrigation Systems Maintenance

- a. Contractor shall walk the irrigation system area and visually

inspect the landscape and boxed trees for:

- i. Plant vigor
 - ii. Excessively wet soil
 - iii. Dry soil
- b. Contractor shall flush all strainers and all end caps (drip systems) every thirty (30) days. After completion of the inspection, the Contractor shall make all necessary repairs to the system to function as designed. There are forty-two (42) RCVs for drip systems in the landscape with each one requiring a minimum of thirty (30) minutes to service each valve resulting in a minimum of ten (10) labor hours per irrigation system servicing.
 - c. Contractor shall not make any modifications to the existing automatic irrigation system without express written approval from the City Representative. Any approved changes shall be noted by the Contractor on a copy of the Irrigation Plan and As-Builts and submitted to the City within five (5) working days of the completion of the work.
 - d. In the event of a drought condition, including mandatory water rationing, the City shall have the authority to modify the watering requirements described in these specifications.

2.27 WEED CONTROL

2.27.1 Weed Abatement Control and Program

- a. Contractor shall establish a Weed Abatement Program for the entire site. The Weed Abatement Program shall include scheduled activities for weed abatement in all areas as needed. Contractor shall be responsible for labor and materials for the eradication and control of weeds.
- b. The Weed Abatement Map in APPENDIX B contains the locations for weed abatement. As part of the Weed Abatement Program, the Contractor shall flail mow all vegetation growing in the weed abatement areas as often as necessary to keep it manicured looking, at a height not to exceed three inches (3") tall, or as directed by the City Representative during the length of the contract
- c. Contractor shall comply with all rules, regulations and license requirements of the California Department of Pesticide Regulation, the Department of Health, the Department of Industrial Relations and all other agencies that govern the use of pesticides required in the performance of work on the contract (see 2.30.5).

- d. Contractor shall control weeds in all areas (i.e. bare and soil areas, decorative stone surfaces, mulch areas, hardscape, turf, shrubs, vines, ground cover and ornamental grass areas) as a scheduled duty.
- e. Contractor shall remove other noxious or invasive weeds from all areas covered under this contract.
- f. All methods for weed control must conform to the City of Irvine Public Works Integrated Pest Management Policy. Mechanical removal of weeds will be the first option. The City Landscape Maintenance Superintendent shall approve all chemical applications prior to use. .
- g. The Contractor shall supply clean water for the chemical mix. No reclaimed water shall be utilized.

2.28 ENVIRONMENTAL

2.28.1 Contractor shall patrol the contract area prior to 9:00 a.m. daily, seven (7) days per week (including Holidays), removing all litter, debris and animal feces from all surfaces; replacing bag liners in trash receptacles; checking and replenishing doggy bag dispensers; and maintaining picnic areas clean. Contractor shall wash/pressure wash hardscapes that contain liquid spills or garbage juice spills as needed. Contractor shall level and backfill gopher and ground squirrel holes and report them to the City Representative.

2.28.2 Contractor shall patrol all pedestrian ways at least once daily to maintain an area free of trash and debris.

2.28.3 Contractor shall provide plastic bag liners for all trashcans throughout the contract area on a daily basis and remove bags as often as necessary to prevent any receptacle from becoming full or overflowing. Contractor shall provide plastic bag liners and shall change trashcans liners out daily. Trashcans shall be washed inside and outside on a monthly basis at minimum or as needed. The Contractor shall haul away trash so that no trash is left in dumpsters at a City facility.

Trash cans may be added by others at various times during the length of the contract and Contractor will be responsible to maintain them.

2.28.4 Contractor shall inspect all doggy bag dispensers daily. Contractor is responsible for supplying and restocking the dispensers. At no time shall the doggy bag dispenser be empty. The City Representative shall approve all doggy bags prior to use.

Doggy bag dispensers may be added by others at various times during the length of the contract and Contractor will be responsible maintain them.

- 2.28.5 Contractor shall report to the City Representative as soon as possible any unsafe or unsightly conditions observed. Contractor shall take the initiative and restrict access to the public if unsafe conditions are observed.
- 2.28.6 Contractor shall patrol the park as frequently as necessary to maintain clean facilities during holidays and on high-use days. Holidays that traditionally require at least two (2) daily patrols are: Washington's Birthday, Easter week, Memorial Day, Independence Day, Labor Day and Christmas week. The second daily patrol for holidays or peak weekends, including tournaments conducted from Friday through Sunday, shall occur no earlier than 1:00 p.m. and be scheduled per direction of the City Representative. Additional patrols on weekends may be needed due to events or tournaments.

2.29 ATHLETIC/RECREATIONAL FACILITIES/HARDSCAPES

- 2.29.1 Prior to 9:00 a.m., Contractor shall daily clean all picnic areas, their hardscapes and outdoor site furnishings, including but not limited to sidewalks, curbs and gutters, picnic areas, bicycle paths, chess set areas, basketball courts, baseball/softball dugouts, expansion joints, walls adjacent to City landscapes, benches, tables, chairs, shading shelters, including umbrellas and/or canopies. Contractor shall schedule weekly duties for cleaning outdoor site furnishings on Mondays and Fridays, using soapy water
- 2.29.2 The Championship Soccer Stadium will be cleaned daily Monday through Sunday. All work will be done between the hours of 6:00 am and 8:00 am. All trash will be removed from the field and seating areas prior to 8:00 am. All spills within the stadium will be cleaned using water and hoses. The use of airbrooming to expedite the drying of the area may be required. The use of caution signs must be used during and after all hardscape washing.
- 2.29.3 Bicycle racks, railings and the tops of reachable signs shall be cleaned at minimum on Mondays and Fridays, unless directed by the City Representative, and shall be kept clean of spots, dirt and debris. Contractor shall repair damaged finish to match original finish or shall replace component when necessary.
- 2.29.4 Open areas shall be Airbroomed daily following the City's Leaf Blower Ordinance. If open areas require a wash during park operational hours, Contractor shall obtain prior approval from the City Representative. Caution signs must be used during and after all hardscape washing.
- 2.29.5 Contractor shall provide an AC-3500GHH Direct Drive Pressure Washer by John Deere or equivalent as approved by the City Representative. Contractor shall own, operate, maintain, repair, and keep this equipment upon termination of this contract. Cost for this equipment shall be included in Scheduled Duty unit costs for Hardscape.

- 2.29.6 Contractor shall provide at minimum one (1) full time equivalent laborer dedicated specifically to hardscape maintenance as specified in Section 2.29 throughout the park. Concrete surfaces shall be kept clean and free of weeds and stains. Contractor shall Airbroom, sweep daily, power wash as needed or when directed by the City Representative, especially at building entrances. Contractor shall pressure wash high public traffic areas prior to 9:00 a.m. and pressure wash less active areas after 9:00 a.m.
- 2.29.7 Decomposed granite areas and trails shall be kept level, at grade and free of weeds, trash and debris at all times. Contractor shall provide additional decomposed granite with a binder supplement as needed per City Representative directive.
- 2.29.8 As required to maintain proper grade, the decomposed granite areas shall be scarified to a depth of one inch (1”), regraded, the additional decomposed granite with stabilizer will be added and thoroughly mixed in, then water will be applied until moisture penetrates without runoff occurring. Additionally, compact decomposed granite with a small riding roller, power walk-behind roller, rod roller, or vibrating plat tamp may be needed per City Representative directive. Soil stabilizer shall be a non-toxic organic binder, colorless, odorless, and it shall naturally bind.
- 2.29.9 To comply with National Pollutant Discharge Elimination Systems (NPDES) and Water Quality Management Plan (WQMP) watershed protection standards, the Contractor shall take care when cleaning hardscape surfaces to prevent sheet-flow run-off of rinse water running into storm drain structures. All rinse water generated during the execution of this contract shall be contained on-site and either collected or managed so that it is deposited in landscaped areas and absorbed into the soil.

2.30 INTEGRATED PEST MANAGEMENT

- 2.30.1 Pesticides shall be approved by the Landscape Maintenance Superintendent prior to use. The City’s Public Works Integrated Pest Management Policy must be adhered to at all times. (See APPENDIX C) Organic pesticides will be the first option when using a chemical to control pests. A written recommendation of proposed pesticides, including commercial name, concentrations, allocation rates, usage and reentry time shall be prepared by a licensed California Pest Control Advisor and site specific schedule submitted to the City a minimum of fourteen (14) days prior to intended use. Copies of Safety Data Sheets and specimen labels shall be given the City prior to pesticide use on City property and rights-of-way. No work shall begin until written approval of use is obtained and a notice of intent has been filed with the County Agricultural Commissioner’s office.
- 2.30.2 Chemicals shall only be applied by those persons possessing a valid California Qualified Applicator license/certificate. Application shall be in strict accordance with all governing regulations. Records of all

operations shall be kept per California Department of Pesticide Regulations.

- 2.30.3 Records of all pesticides and fertilizers used by the Contractor on City property shall be submitted by the fifth working day of the month to the City Representative. The Contractor is responsible to maintain site and date specific records of all pesticide and fertilizer applications. The records shall be retained in accordance with the Department of Pesticide Regulations.
- 2.30.4 Pesticides shall be applied in a manner to avoid contamination of non-target areas. Precautionary measures shall be employed to keep the public from entering the spray zone until the chemical has either dried or the dust settled. The Contractor's spraying staff will remain on site until the area is safe for the public to enter.
- 2.30.5 Posting of signs shall be required at all park facilities when any application is performed per the City's Public Works Integrated Pest Management Policy. See APPENDIX D
- a. Contractor shall post City approved signs at all park entrances at least forty-eight (48) hours prior to spraying applications. The Contractor's contact information must be included.
 - b. Contractor shall place spray notices inside plastic page protectors. These shall be attached to a four-foot (4') high wooden stake. Signs must be readable twenty-five feet (25') away from posted area. City Representative must approve the sign prior to posting.
 - c. Contractor shall leave the same signs up for seventy-two (72) hours after the spraying applications are completed, then remove promptly.
 - d. A temporary mesh fence such as orange plastic construction fencing shall be erected on the perimeter of any area that is to be treated with a broadcast type application machine such as a boom spray rig. The intent is to keep people and pets off the treated area for a period of twenty-four (24) hours.
 - e. Copies of current P.C.A., P.C.O., Q.A.L./C. and Orange County P.C.A. registration shall be required for each application.
 - f. Pesticide applications adjacent to school sites shall follow the Healthy Schools Act of 2000 requirements.

2.31 SPECIAL AREAS

- 2.31.1 Contractor will be required to manage the vegetation in all City owned areas of the Great Park. This includes the "125-acre Parcel" at the

northeast portion, the north side of Perimeter Road, the proposed Wildlife Corridor and the Runways and surrounding areas. The vegetation management area totals seventy-three (73) acres. Weed Abatement areas are to be trimmed down three (3) times per year.

- a. Vegetation is to be maintained at a height of no more than four inches (4") throughout all of the Special Areas. This will include vegetation around the buildings within the "125-Acre Parcel".
- b. Vegetation is to be mowed down using a flail mower and weed whips. Cut vegetation on hardscapes and roads are to be airbrushed off onto adjacent softscape areas.

2.31.2 Contractor will be required to supply labor and materials to maintain the Park's NPDES program. This will include installing sandbags and wattle in new and existing areas. This work will be scheduled by the City Representative. This work shall be billed only upon completion per the Extra Work Bid Document Unit Price.

2.32 RETENTION POND AND AMENITY POND MAINTENANCE

2.32.1 Contractor shall be required to manage the vegetation within the swales and slopes of Ponds 1, 2, 3 and 6. This management shall include mowing down vegetation on the slopes three (3) times per year. Cattails are to be removed immediately when spotted.

2.32.2 Ponds 4 and 5 (Amenity Ponds) will be cleaned of floating debris and algae on a daily basis Monday through Friday. This will be scheduled for the afternoon so the prevailing wind can gather the debris to the north side of the ponds. All debris is to be gathered and removed to an off-site location.

2.32.3 Ponds 4 and 5 (Amenity Ponds) will be power washed one (1) time per week. The washing will include the raised bulkhead, asphalt path, pier and 4-5 ft. of shoreline. City Representative will schedule the day of the week to complete the washing.

2.32.4 Ponds 4 and 5 will be completely drained and cleaned two (2) times per year.

- a. Contractor will be responsible for complete removal of the water from both ponds using pumps.
- b. Contractor will power wash the entire sides of both concrete lined ponds. All rinse water will be pumped out of the ponds and disposed of onsite by City's Vac truck.
- c. Ponds 4 and 5 contain a plastic liner on the bottom. No vehicles or sharp tools are to be used within Ponds 4 and 5.

- d. Three (3) twelve inch (12") equalization tubes between Ponds 4 and 5 will be cleaned out using a rotating brush and/or high pressure water jet.

2.32.5 Amenity Pond Water Management

The contractor shall apply two (2) Simplot Aquasphere Pro 500K or approved equal per pond per month.

2.33 SYNTHETIC FIELD COOLING SYSTEM

2.33.1 Contractor will be responsible for the maintenance and repair of the synthetic field maintenance cooling system on eight (8) fields.

2.33.2 Maintenance will include running the system via the field controller bi-weekly to check the following:

- a. Automatic operation of the dedicated booster pump.
- b. Operation and arc adjustment of the sixteen (16) Mirage M-160 and thirty-six (36) Mirage M-180 sprinkler heads
- c. Repair to the components of the Synthetic Field Cooling System will be billed according to the Extra Work Bid Document unit price.

2.34 BASEBALL/SOFTBALL INFIELD MAINTENANCE

2.34.1 Daily work requirements/field preparation: This work will be done on a daily basis unless indicated, and is based on the schedule provided by the Community Services Department. There are thirteen (13) fields for this contract. One person may prep no more than seven (7) fields per day.

2.34.2 Patching and tamping the batter's box and pitching mounds:

- a. Sweep and remove loose material from hole(s).
- b. Lightly water area to be repaired and let soak in.
- c. Scratch area with steel rake or landscape rake to create bonding surface for existing or new material that is being used for the repair.
- d. Fill hole with material and again lightly water and let soak in.
- e. When material is firm enough, tamp until compacted.
- f. The finished product should be level with the surrounding area.

- g. The repaired area must not be soft or move under pressure of foot.
- h. Mounds should be kept to the specification given by the City Representative. To retain the quality, shape and playability of the mounds, a mound shape tool must be used.

2.34.3 Raking infield skin to turf transition

Use a leaf rake to rake the skin to turf transition at a 45 degree angle from the turf onto the infield skin. Pull any loose infield mix or debris from the turf edge onto skin. This can be done for any transition zone.

2.34.4 Raking Debris

Use a leaf rake to rake debris such as leaves, grass clippings, sunflower seeds and trash from skinned areas, including bullpens, warning tracks, infields and foul territory and remove from area.

2.34.5 Removing Weeds

Remove weeds from skinned areas including bullpens, warning tracks, infields and foul territory.

2.34.6 Clean out base pegs and insert plugs

Using a base plug clean-out tool to clean dirt from inside base pegs and insert plugs.

2.34.7 Nail Drag/Scarify Infield skin/Warning Track

Moisture content is paramount to successful nail dragging/scarification. The skin must not be too wet or too dry. If too wet, the mix will clump and stick to the implement. If too dry, the implement will not break up the top ¼" to ½" of the mix. When moisture is correct, nail drag/scarify the infield skin in a circular pattern, keeping a distance of at least twelve (12) inches from fencing and concrete and 6 inches (6") from turf edge. Loosen the top ¼" to ½" of skinned area. Nail dragging is a scheduled duty that is to be performed daily. Scarification is a scheduled duty that is to be performed on a weekly basis.

2.34.8 Stiff Drag Infield Skin/Warning Track

Contractor will wet down skinned area to minimize dust prior to dragging infields. Using a stiff drag, drag the infield area in a circular pattern, keeping a distance of at least twelve inches (12") from fencing and concrete and six inches (6") from turf edges. Level and smooth the surface of the area. Begin and end the dragging at different areas of the field daily to avoid creating high and low spots in the infield. Do not drag across turf edges for any reason, as this will create a bump and lip

in the skinned area/turf transition. Stiff dragging the infield is a Scheduled Duty.

2.34.9 Sweep Home Plate and Pitching Rubber

Using a dedicated broom, Contractor shall sweep away any debris that covers the home plate and pitching rubber so that they can be clearly visible to City staff, players and umpires. This is considered an item within the Infield Maintenance-Scheduled Duties.

2.34.10 Water Down Infield Skin

Water is extremely important for the safety and playability of the fields. Utilizing quick coupler valves and infield sprinklers, water down the infield skinned area creating an even dispersal of water. Depending on the amount of sunlight and temperature, more or less water will be needed to be applied to achieve the desired playability and condition. It is not uncommon to water an infield multiple times throughout the day to maintain the proper moisture. This is considered an item within the Infield Maintenance-Scheduled Duties.

2.34.11 Hand Water Infield Turf

Using a quick couple and hose, Contractor shall water infield turf to maintain quality per the City Representative. This is considered an item within the Infield Maintenance-Scheduled Duties.

2.34.12 Edge Infield Apron and Warning Track

a. As needed, Contractor shall use a mechanical edger to edge infield and warning track turf to the specifications set forth by the City Representative. Infield and warning track size should not grow or shrink throughout the year. Use of a scuffle hoe must be limited to an "as needed" basis. This is considered an item within the Infield Maintenance-Scheduled Duties.

b. Contractor shall clean up clippings and debris from the area edged and add fresh infield mix if necessary to fill in uneven areas. This is considered an item within the Infield Maintenance-Scheduled Duties.

c. A smooth, firm transition from skinned area to turf will be the final product. This is considered an item within the Infield Maintenance-Scheduled Duties.

2.34.13 Add Calcined Clay Conditioner

Per the City Representative, Contractor shall use a walk behind rotary spreader to spread Calcined clay conditioner onto the skinned infield surface in an even pattern being careful not to throw any material onto turf or hardscape. The Contractor may be required to apply five (5) to twenty-five (25) bags of calcined clay to an infield at one time.

This is considered an item within the Infield Maintenance-Scheduled Duties.

2.34.14 Stock Field Storage Boxes with Chalk

Stock all storage boxes with chalk.

2.34.15 Laser Grading of Skinned Surfaces

Contractor is responsible for laser grading all thirteen (13) ball fields field one time per year. This is considered a Seasonal Duty.

2.35 ADDITIONAL SEASONAL DUTIES/REQUIREMENTS

2.35.1 Lip Management

Per the City Representative, Contractor shall use a walk behind verticutter to verticut the initial twelve inches (12”) of turf at the skin/turf transition in two (2) directions using a crossing pattern. Remove debris and thoroughly leaf rake the area to remove as much infield mix from the turf as possible. Aerify with a walk behind aerifer in two (2) directions. Use a leaf rake to remove cores from turf. This is a Seasonal Duty

2.35.2 Remove/Install Pitchers Mounds

Contractor ,may be required to install or remove pitching mounds as directed by the City Representative per the Extra Work Unit Cost. Each mound is to be installed to the specifications provided by the City Representative to assure proper distances and field requirements are being preserved. This is a Seasonal Duty

2.35.3 Home Run Fence Installation/Removal

Contractor shall provide labor to Install/Remove Homerun fences as directed by the City Representative. This is a Seasonal Duty

2.35.4 Install/Remove Pitching Rubbers, Home Plates and Base Pegs

Contractor shall provide labor and materials to install pitching rubbers, home plates and base pegs as directed by the City Representative. This is a Seasonal Duty

2.36 MANDATORY EQUIPMENT FOR INFIELD MAINTENANCE

The City Representative will regularly inspect equipment. If the equipment is missing pieces or not functioning properly, this jeopardizes the safety and playability of the finished product and a notice of deduction will be issued (per Section 2.9.2 Performance Failure). The following equipment is required for each person prepping an infield;

- a. 49hp tractor with turf tires, a front loading bucket and three point hitch. Attachments for the tractor will include a top dresser, rototiller, scarifier, fertilizer spreader and a box blade.
- b. One ton dump truck to haul materials
- c. An infield maintenance specialty cart, such as the John Deere Bunker Rake Model 1200A.
- d. Stiff drag mat measuring six feet wide by eighteen inches deep that is in good working condition.
- e. Nail drags
- f. Aluminum landscape rakes
- g. Tamps
- h. Leaf rakes
- i. Mound Slope Tool
- j. Broom
- k. Walk behind rotary fertilizer spreader
- l. String line
- m. Mechanical edger
- n. Scuffle hoe
- o. Seventy-five foot hoses
- p. One-inch adjusting hose end spray nozzle
- q. One-inch Nelson quick coupling valve

2.37 VOLLEYBALL COURTS/TENNIS COURTS/BASKETBALL COURTS MAINTENANCE

- 2.37.1 Contractor shall remove trash, glass and debris from each sand volleyball daily seven (7) days a week.
- 2.37.2 Contractor shall rake and level sand using an aluminum landscape rake or other approved equipment daily, seven (7) days a week to maintain the required distance from the top of the net to the sand. Water shall be added to minimize dust as needed. Contractor shall add approved sand as necessary to maintain proper level.
- 2.37.3 Contractor shall airbroom all tennis and basketball courts daily, prior to

9:00 a.m., seven (7) days per week.

- 2.37.4 Contractor shall wash tennis and basketball courts on a predetermined scheduled day once per week between the hours of 4:00 a.m. and 10:00 a.m. in order to not interfere with normal playing activity. Washing of the courts shall include the use of a water broom and roll drying squeegee. Tennis court windscreens shall be washed when deemed necessary at the direction of the City representative.

APPENDIX A ORDINANCE 90-02

REGULATIONS FOR USE OF POWER LEAF BLOWERS IN THE CITY OF IRVINE

1. Use leaf blowers between 8:00 a.m. and 5:00 p.m. on weekdays, and between 9:00 a.m. and 5:00 p.m. on Saturdays. Leaf blowers may not be used on Sundays. Use of leaf blowers at any other time is a violation of City law.
2. All leaf blowers must be operated in accordance with City regulations so that they will not emit more than 70 decibels of noise in operation. They must comply with CARB emission and noise standards and have a manufacturer's sticker confirming the machine meets this standard.
3. Violation of these regulations is a misdemeanor and subject to a penalty prescribed by law for each violation, which is typically \$250.00 per citation.
4. All leaf blowers shall be operated at the lowest possible speed to do the job. Maximum speed is seldom necessary.
5. Check wind direction before using a leaf blower. Leaf blowers shall not be operated within a horizontal distance of ten (10) feet of any door, window or building opening. Look for open doors and windows, freshly washed cars, children or pets at play, and other things that could be harmed by blowing dust, leaves or debris.
6. Loosen debris with rakes and brooms before using a leaf blower. Do not use a blower to get leaves out of a planter bed; this generates excessive dust and airborne debris. A rake shall be used to gather leaves into piles.
7. Clean up after using blowers and other equipment. Dispose of debris within six (6) hours in a manner that prevents dispersal of the debris. It is against the law to blow debris onto City streets or onto private property.
8. Use the full blower nozzle extension, close to the ground, so the air stream can work efficiently with a minimum spread of dust.
9. Check the condition of your leaf blower, including the muffler, air intakes and air filter, on a regular basis to ensure the unit is operating properly. Repair immediately or discontinue use of the blower when you suspect it is not operating within the acceptable noise level.

APPENDIX B - MAPS

B1 Orange County Great Park Map 1: Detail of location and the majority of where work shall be performed



B2 Orange County Great Park Map 2: Park Boundary incorporating all possible work areas



B3 Orange County Great Park Map 3: Weed abatement areas highlighted in yellow



APPENDIX C

PUBLIC WORKS INTEGRATED PEST MANAGEMENT POLICY

{Begins on next page}



Public Works Department Maintenance Operations Policies and Procedures

INTEGRATED PEST MANAGEMENT PROGRAM

PURPOSE: To establish criteria for an Integrated Pest Management (IPM) Program.

POLICY: The City of Irvine will focus on long-term prevention or suppression of pest problems with minimum impact on human health, the environment, and nontarget organisms with the limited use of pesticides in accordance with direction provided by the City Council for Parks, Fields and Playgrounds; and City-wide Pest Management Guiding Principles:

City-wide Pest Management Guiding Principles

- a. Use of organic pesticides in all City properties.
- b. Limit exposure to any pesticides where children and the general public congregate.
- c. Incorporate additional guidance on use of pesticides for city rights of way, facilities, and other properties as reflected in the staff report.
- d. Use EPA Level pesticides in a targeted manner, and only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when pests cannot be managed by other methods that we would have.

PROCEDURES:

Prevention

1. Public Works Staff shall review all new development and rehabilitation projects plans to verify compatibility with the site's environment.

Monitoring

1. The Maintenance Divisions shall hire a consultant or contractor to provide regular monitoring services for all of the City's properties.



2. The consultant or contractor shall determine if pest populations are increasing, decreasing, or staying the same and to determine when to use a control tactic.
3. The consultant or contractor shall provide monthly monitoring records which include information such as date of examination, pests found, size and extent of the infestation, location of the infestation, control options utilized, effectiveness of the control options, labor and material costs.

Non Chemical Control Measures

1. The Landscape Division shall utilize cultural controls which are modifications of normal plant care activities that reduce or prevent pests. In addition to those methods used in the pest preventions, other cultural control methods include adjusting the frequency and amount of irrigation, fertilization, and mowing height.
2. The Maintenance Divisions shall utilize mechanical control tactics involve the use of manual labor and machinery to reduce or eliminate pest problems using methods such as handpicking, physical barriers, or machinery to reduce pest abundance indirectly.
3. The Maintenance Divisions shall utilize the use of environmental manipulations that indirectly control or prevent pests by altering temperature, light, and humidity can be effective in controlling pests. Although in outdoor situations these tactics are difficult to use for most pests, they can be effective in controlling birds and mammals if their habitat can be modified such that they do not choose to live or roost in the area.
4. The Maintenance Divisions shall utilize a biological control practice which uses living organisms to reduce pest populations. These organisms are often also referred to as beneficials, natural enemies or biocontrols. They act to keep pest populations low enough to prevent significant economic damage. Biocontrols include pathogens, parasites, predators, competitive species, and antagonistic organisms. Beneficial organisms can occur naturally or can be purchased and released. The most common organisms used for biological control in landscapes are predators, parasites, pathogens and herbivores.



Pesticide Controls

Pesticides are to be utilized in a prioritized approach on City properties as follows:

Parks, Fields and Playgrounds:

When pesticides are needed, use the following prioritized approach: (1) organic pesticides; (2) Water Quality Act Allowed Pesticides; and (3) EPA Level III “caution” labeled pesticides only when deemed necessary to protect public health and economic impact by a licensed pest control adviser.

Rights of Way (Street medians/parkways) – Prioritized Use of Pesticides:

- a. Use organic pesticides first, when pesticides are needed.
- b. Use Clean Water Act allowed pesticides.
- c. EPA Level III “caution” label pesticide only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff.
- d. EPA Level II “warning” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.
- e. EPA Level I “danger” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.

Facilities/Buildings – Prioritized Use of Pesticides:

- a. Use organic pesticides first, when pesticides are needed.
- b. Use Clean Water Act allowed pesticides.
- c. Bait formulations of insecticides will be used where appropriate.
- d. EPA Level III “caution” label pesticide only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff.
- e. EPA Level II “warning” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control advisor and City staff, when other methods do not adequately control the pest.



- f. EPA Level I “danger” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.

Other City Properties – Prioritized Use of Pesticides:

- a. Use organic pesticides first, when pesticides are needed.
- b. Use Clean Water Act allowed pesticides
- c. EPA Level III “caution” label pesticide only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff.
- d. EPA Level II “warning” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.
- e. EPA Level I “danger” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest. Pesticides should only be used when other methods fail to provide adequate control of pests and just before pest populations cause an unacceptable damage, since the overuse of pesticides can cause beneficial organisms to be killed and pest resistance to develop.

Approvals and Application of Chemical Pesticides

- 1. Pesticides shall be approved by the Maintenance Division Superintendents for their area of oversight prior to use. A written recommendation of proposed pesticide, including commercial name, concentrations, allocation rates, usage and reentry time shall be prepared by a licensed California Pest Control Adviser and site specific schedule submitted for approval. No work shall begin until written approval of use is obtained and a notice of intent has been filed with the County Agricultural Commissioner’s office, as required. Copies of Safety Data Sheets and specimen labels shall be given to the City prior to pesticide use on City property.
- 2. For Facilities and Building Maintenance, the referenced responsibilities of a licensed pest control adviser presented throughout this policy are to be performed by a California State Licensed Structural Pest Control Operator.
- 3. Chemicals shall only be applied by those persons possessing a valid California Qualified Applicator license/certificate; or a Structural Pest



Control License. Application shall be in strict accordance with all governing regulations. Records of all operations shall be kept per California Department of Pesticide Regulations, or the California Structural Pest Control Board.

4. Pesticides shall be applied in a manner to avoid contamination of non-target areas. Precautionary measures shall be employed to keep the public from entering the spray zone until it is safe.
5. Posting of signs shall be required at all park facilities when any application of pesticides is performed.

Specific requirements for posting are as follows:

- Post signs at all park entrances at least 48 hours prior to spraying applications. The vendor's contact information, chemical name and application date must be listed.
- Place spray notices inside plastic page protectors. Attach them to a four-foot (4') high wooden stake. Signs must be readable 25' away from posted area.
- Leave the same signs up for 72 hours after the spraying applications are completed, then remove promptly.
- A temporary mesh fence such as orange plastic construction fencing can be erected on the perimeter of any area that is to be treated with a broadcast type application with the intent to keep people and pets off the treated area for a period of 24 hours.

Records and Reporting

Records of all pesticides used by the Contractor on City property shall be retained in accordance with Department of Pesticide Regulations. Maintenance Superintendents will keep records of all pesticide usage and the Public Works Department will provide an annual report to the City Council.



Manuel Gomez, Director of Public Works

Approved: March 2, 2016

APPENDIX D

NOTICE OF APPLICATION

{Begins on next page}

Organic Pesticide

Notice Of Application

Date: _____ Time(s): _____

The Material(s) being applied is (are): _____

Product Toxicity Category: _____

(Signal Word)

EPA: _____

Target Pest: _____

Area Treated: _____

(Attach map if Necessary)

Signs will remain posted 72 hours after pesticide application.

Please feel free to contact us: The City of Irvine Public Works @ 949 724-7600



ATTACHMENT II

Soccer Complex						
Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Grass Soccer Fields –per Section 2.21						
Mowing/Edging	\$337.00	43.39	Acres	\$14,622.43	12	\$175,469.16
Line Painting-Per Section 2.22.15a and 2.22.15b	\$ 29.00	17	Fields	\$ 493.00	12	\$ 5,916.00
Synthetic Fields –per Section 2.25						
Synthetic Turf Grooming - per Section 2.25.1a	\$100.00	8 Fields	Fields	\$ 800.00	12	\$ 9,600.00
Synthetic Turf Disinfecting - per Section 2.25.1b	\$ 72.00	8	Fields	\$ 576.00	12	\$ 6,912.00
Litter Removal- per Section 2.25.2	\$ 5.00	8 Fields	Fields	\$ 40.00	12	\$ 480.00
Infill Management on Synthetic Turf – per Section 2.25.4	\$ 1.06	4,000 lbs/field	Fields	\$4,240.00	8	\$ 33,920.00
Synthetic Turf Repair - per Section 2.25.5	\$.10	10,000	Sq.Ft.	\$1,000.00	1	\$ 1,000.00
GMax Testing- per Section 2.25.6	\$700.00	8	Fields	\$5,600.00	1	\$ 5,600.00
Edging Perimeter of Field w/ Walk Behind Edger-Per Section 2.25.7	\$ 5.00	8	Fields	\$ 40.00	12	\$ 480.00
Additional Field Painting per Section 2.22.15e	\$.04	15,000	L.F.	\$ 600.00	1	\$ 600.00
Synthetic Turf Cooling System Maintenance –per Section 2.33	\$ 5.00	8	Fields	\$ 40.00	12	\$ 480.00
Shrub/Groundcover - Per Section 2.23	\$ 222.00	37.92	Acres	\$8,418.24	12	\$ 101,018.88
Trees - Per Section 2.24	\$ 1.50	1321	Trees	\$1,981.50	12	\$ 23,778.00
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	31.7	Acres	\$16,642.50	12	\$ 199,710.00
Irrigation - Per Section 2.26	\$ 7.35	843	Valves	\$ 6,196.05	12	\$ 74,352.60
Total Annual Cost for Soccer Complex Scheduled Duties:						\$ 639,316.64

Name of Company: Merchants Landscape Services

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	86.78	\$ 31,935.04
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	86.78	\$ 15,533.62
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	43.39	\$ 5,380.36
Calcium Nitrate @ 6 bags per acre	\$ 85.00	Acre	86.78	\$ 7,376.30
Best 19-6-12 w/ Polyon @ 6 bags per acre	\$ 198.00	Acre	43.39	\$ 8,591.22
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	520.68	\$ 169,221.00
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	Acre	520.68	\$ 60,919.56
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	43.39	\$ 12,669.88
Best X-Cote 43-0-0 @ 2 bags per acre	\$ 66.00	Acre	43.39	\$ 2,863.74
Best 21-0-0 @ 3 bags per acre	\$ 43.00	Acre	43.39	\$ 1,865.77
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	173.56	\$ 5,901.04
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	173.56	\$ 4,339.00
Aerate with 5/8" Hollow tines	\$ 175.00	Acre	173.56	\$ 30,373.00
Slice/Spiking Aeration	\$ 135.00	Acre	43.39	\$ 5,857.65
Verti-Drain Aeration w/ hollow tine 5/8"	\$ 350.00	Acre	43.39	\$ 15,186.50
Verti-Drain Aeration w/ 3/4" solid tine	\$ 300.00	Acre	6	\$ 1,800.00
Verti-Cut/Vacuum	\$ 550.00	Acre	43.39	\$ 23,864.50

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	\$ 800.00	Acre	86.78	\$ 69,424.00
Topdress with #30 Washed Silica Sand @ ¼" per Application	\$1,295.00	Acre	86.78	\$ 112,380.10
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	\$ 1,000.00	Acre	43.39	\$ 43,390.00
Sod with Overseeded Tifway II Thick Cut	\$ 1.49	Sq.Ft.	200,000	\$ 298,000.00
Sod with Tifway II	\$ 1.11	Sq.Ft.	200,000	\$ 222,000.00
Overseed with Black Jack grass seed @ 3 lbs/ 1,000 s.f.	\$ 600.00	Acre	43.39	\$ 26,034.00
Total Annual Cost for Soccer Complex Seasonal Duties:				<u>\$1,174,906.28</u>

Total Annual Cost for Soccer Complex Maintenance: A \$ 1,814,222.92

BASEBALL COMPLEX

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Baseball Fields –per Section 2.34						
Mowing	\$ 337.00	21.9	Acres	\$ 7,380.30	12	\$ 88,563.60
Infield Maintenance/Prep	\$ 30.00	210	Preps	\$ 6,300.00	12	\$ 75,600.00
Line Painting-Per Section 2.22.15c	\$ 1.00	210	Fields	\$ 210.00	12	\$ 2,520.00
Shrub/Groundcover - Per Section 2.23	\$ 222.00	17.9	Acres	\$ 3,973.80	12	\$ 47,685.60
Trees - Per Section 2.24	\$.50	494	Trees	\$ 247.00	12	\$ 2,964.00
Environmental/Recreation/ Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	13	Acres	\$ 6,825.00	12	\$ 81,900.00

Name of Company: Merchants Landscape Services

Irrigation - Per Section
 2.26 \$ 7.35 480 Valves \$3,528.00 12 \$42,336.00

Total Annual Cost for Baseball Complex Scheduled Duties: \$ 341,569.20

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	43.8	\$ 16,118.40
JTM Activator Fe/Mn @ 8 bags per acre	\$ 400.00	Acre	21.9	\$ 8,760.00
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	21.9	\$ 3,920.10
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	43.8	\$ 5,431.20
Calcium Nitrate @ 6 bags per acre	\$ 85.00	Acre	43.8	\$ 3,723.00
Best 19-6-12 w/ Polyon @ 6 bags per acre	\$ 198.00	Acre	21.9	\$ 4,336.20
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	262.8	\$ 85,410.00
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	Acre	262.8	\$ 30,747.60
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	21.9	\$ 6,394.80
Best X-Cote 43-0-0 @ 2 bags per acre	\$ 66.00	Acre	21.9	\$ 1,445.40
Best 21-0-0 @ 3 bags per acre	\$ 43.00	Acre	21.9	\$ 941.70
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	87.6	\$ 2,978.40
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	87.6	\$ 2,190.00
Aerate with 5/8" Hollow tines	\$ 175.00	Acre	87.6	\$ 15,330.00
Slice/Spiking Aeration	\$ 135.00	Acre	21.9	\$ 2,956.50

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Verti-Cut/Vacuum	\$ 550.00	Acre	21.9	\$ 12,045.00
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	\$ 800.00	Acre	43.8	\$ 35,040.00
Topdress with #30 Washed Silica Sand @ ¼" per Application	\$1,295.00	Acre	43.8	\$ 56,721.00
Topdress with Agromin ¼" Universal Turf Amendment @ 650 cu. ft./acre	\$1,000.00	Acre	21.9	\$ 21,900.00
Sod with Overseeded Tifway II Thick Cut	\$ 1.49	Sq.Ft.	20,000	\$ 29,800.00
Sod with Tifway II	\$ 1.11	Sq.Ft.	10,000	\$ 11,100.00
Overseed with Black Jack grass seed @ 3 lbs/ 1,000 s.f.	\$.01	Sq.Ft.	20,000	\$ 200.00
Remove/Install Pitchers Mound – per Section 2.35.2	\$ 550.00	Field	6	\$ 3,300.00
Infield Lip Management – per Section 2.35.1	\$ 50.00	Field	7	\$ 350.00
Move/Install Home Run Fencing – per Section 2.35.3	\$ 5.00	Field	6	\$ 30.00
Gail Materials Stabilized Pro Gold Infield Mix	\$ 55.00	Tons	175	\$ 9,625.00
Gail Playball Infield Conditioner – per Section 2.34.13	\$ 500.00	Tons	84	\$ 42,000.00
Hilltopper	\$ 900.00	Tons	21	\$ 18,900.00
Laser Grade Skinned Infield – per Section 2.34.15	\$ 1,150.00	Field	7	\$ 8,050.00

Total Annual Cost for Baseball Complex Seasonal Duties:

\$ 439,744.30

Total Annual Cost for Baseball Complex Maintenance:

B \$ 781,313.50

Name of Company: Merchants Landscape Services

SOFTBALL COMPLEX

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Softball Fields –per Section 2.34						
Mowing	\$ 337.00	9.05	Acre	\$ 3,049.85	12	\$ 36,598.20
Infield Maintenance/Prep	\$ 30.00	150	Preps	\$ 4,500.00	12	\$ 54,000.00
Line Painting-Per Section 2.22.15c	\$ 1.00	150	Fields	\$ 150.00	12	\$ 1,800.00
Shrub/Groundcover - Per Section 2.23	\$ 222.00	7.4	Acres	\$ 1,642.80	12	\$ 19,713.60
Trees - Per Section 2.24	\$.50	949	Trees	\$ 474.50	12	\$ 5,694.00
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	0.6	Acres	\$ 315.00	12	\$ 3,780.00
Irrigation - Per Section 2.26	\$ 7.35	192	Valves	\$ 1,411.20	12	\$ 16,934.40

Total Annual Cost for Softball Complex Scheduled Duties: \$ 138,520.20

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	18.1	Acre	\$ 6,660.80
JTM Activator Fe/Mn @ 8 bags per acre	\$ 400.00	18.1	Acre	\$ 7,240.00
JTM Activator Ca @ 8 bags per acre	\$ 179.00	18.1	Acre	\$ 3,239.90
Best NitraKing @ 6 bags per acre	\$ 124.00	9.05	Acre	\$ 1,122.20
Calcium Nitrate @ 6 bags per acre	\$ 85.00	18.1	Acre	\$ 1,538.50
Best 19-6-12 w/ Polyon @ 6 bags per acre	\$ 198.00	9.05	Acre	\$ 1,791.90
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	108.6	Acre	\$ 35,295.00
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	108.6	Acre	\$ 12,706.20

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	9.05	Acre	\$ 2,642.60
Best X-Cote 43-0-0 @ 2 bags per acre	\$ 66.00	9.05	Acre	\$ 597.30
Best 21-0-0 @ 3 bags per acre	\$ 43.00	9.05	Acre	\$ 389.15
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	36.2	Acre	\$ 1,230.80
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	36.2	Acre	\$ 905.00
Aerate with 5/8" Hollow tines	\$ 175.00	36.2	Acre	\$ 6,335.00
Slice/Spiking Aeration	\$ 135.00	9.05	Acre	\$ 1,221.75
Verti-Cut/Vacuum	\$ 550.00	9.05	Acre	\$ 4,977.50
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	\$ 800.00	18.1	Acre	\$ 14,480.00
Topdress with #30 Washed Silica Sand @ 1/4" per Application	\$1,295.00	18.1	Acre	\$ 23,439.50
Topdress with Agromin 1/4"Universal Turf Amendment @ 650 cu. ft./acre	\$1,000.00	9.05	Acre	\$ 9,050.00
Sod with Overseeded Tifway II Thick Cut	\$ 1.49	10,000	Sq.Ft.	\$ 14,900.00
Sod with Tifway II	\$ 1.11	5,000	Sq.Ft.	\$ 5,550.00
Overseed with Black Jack grass seed @ 3 lbs/ 1,000 s.f.	\$.01	10,000	Sq.Ft.	\$ 100.00
Remove/Install Pitchers Mound – per Section 2.35.2	\$ 550.00	6	Field	\$ 3,300.00
Infield Lip Management – per Section 2.35.1	\$ 50.00	5	Field	\$ 250.00
Move/Install Home Run Fencing – per Section 2.35.3	\$ 5.00	6	Field	\$ 30.00
Gail Materials Stabilized Pro Gold Infield Mix	\$ 55.00	125	Tons	\$ 6,875.00

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Gail Playball Infield Conditioner – per Section 2.34.13	\$ 500.00	60	Tons	\$ 30,000.00
Hilltopper	\$ 900.00	15	Tons	\$ 13,500.00
Laser Grade Skinned Infield – per Section 2.34.15	\$1,150.00	5	Field	\$ 5,750.00

Total Annual Cost for Softball Complex Seasonal Duties: \$ 215,118.10

Total Annual Cost for Softball Complex Maintenance: **C** \$ 353,638.30

Tennis Complex

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Tennis Court Maintenance-Per Section 2.37						
Tennis Court Maintenance - Per Section 2.37.4	\$ 10.00	25	Courts	\$ 250.00	12	\$ 3,000.00
Shrub/Groundcover - Per Section 2.23	\$ 222.00	3	Acres	\$ 666.00	12	\$ 7,992.00
Trees - Per Section 2.24	\$.50	160	Trees	\$ 80.00	12	\$ 960.00
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29 & 2.37	\$ 525.00	8	Acres	\$4,200.00	12	\$ 50,400.00
Irrigation - Per Section 2.26	\$ 7.35	92	Valves	\$ 676.20	12	\$ 8,114.40

Total Annual Cost for Tennis Complex Scheduled Duties: \$ 70,466.40

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	6	\$ 2,208.00
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	6	\$ 1,074.00

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	36	\$ 11,700.00
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	3	\$ 876.00
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	12	\$ 408.00
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	12	\$ 300.00

Total Annual Cost for Tennis Complex Seasonal Duties: \$ 16,566.00

Total Annual Cost for Tennis Complex Maintenance: D \$ 87,032.40

Volleyball Complex

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Sand Volleyball Court Maintenance						
Sand Volleyball Maintenance - Per Section 2.37.2	\$ 10.00	5	Courts	\$ 50.00	12	\$ 600.00
Turf Mowing/Edging-Per Section 2.21	\$ 337.00	0.5	Acres	\$ 168.50	12	\$ 2,022.00
Shrub/Groundcover - Per Section 2.23	\$ 222.00	2	Acres	\$ 444.00	12	\$ 5,328.00
Trees - Per Section 2.24	\$ 1.00	16	Trees	\$ 16.00	12	\$ 192.00
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29 & 2.37	\$ 525.00	1	Acres	\$ 525.00	12	\$ 6,300.00
Additional approved sand to maintain required level	\$ 50.40	Tons	5	252.00		\$ 252.00
Irrigation - Per Section 2.26	\$ 7.35	24	Valves	\$ 176.40	12	\$ 2,116.80

Total Annual Cost for Volleyball Complex Scheduled Duties: \$ 16,810.80

Name of Company: Merchants Landscape Services

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	1	\$ 368.00
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	1	\$ 179.00
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	0.5	\$ 62.00
Calcium Nitrate @ 6 bags per acre	\$ 85.00	Acre	1	\$ 85.00
Best 19-6-12 w/ Polyon @ 6 bags per acre	\$ 198.00	Acre	0.5	\$ 99.00
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	6	\$ 1,950.00
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	Acre	6	\$ 702.00
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	0.5	\$ 146.00
Best X-Cote 43-0-0 @ 2 bags per acre	\$ 66.00	Acre	0.5	\$ 33.00
Best 21-0-0 @ 3 bags per acre	\$ 43.00	Acre	0.5	\$ 21.50
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	2	\$ 68.00
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	2	\$ 50.00
Aerate with 5/8" Hollow tines	\$ 175.00	Acre	2	\$ 350.00
Slice/Spiking Aeration	\$ 135.00	Acre	0.5	\$ 67.50
Verti-Drain Aeration w/ hollow tine 5/8"	\$ 350.00	Acre	0.5	\$ 175.00
Verti-Cut/Vacuum	\$ 550.00	Acre	0.5	\$ 275.00
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	\$ 800.00	Acre	1	\$ 800.00

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	\$ 1,000.00	Acre	1	\$ 1,000.00

Total Annual Cost for Volleyball Complex Seasonal Duties: \$ 6,431.00

Total Annual Cost for Volleyball Complex Maintenance: E \$ 23,241.80

UPPER BOSQUE

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. Of Months	Total Annual Cost
SCHEDULED DUTIES						
Upper Bosque Maintenance						
Turf Mowing/Edging-Per Section 2.21	\$ 337.00	0.1	Acres	\$ 33.70	12	\$ 404.40
Shrub/Groundcover - Per Section 2.23	\$ 222.00	17.4	Acres	\$ 3,862.80	12	\$ 46,353.60
Trees - Per Section 2.24.4	\$ 1.00	461	Trees	\$ 461.00	12	\$ 5,532.00
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	1.5	Acres	\$ 787.50	12	\$ 9,450.00
Irrigation - Per Section 2.26	\$ 7.35	127	Valves	\$ 933.45	12	\$ 11,201.40

Total Annual Cost for Upper Bosque Scheduled Duties: \$ 72,941.40

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	34.8	\$ 12,806.40
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	34.8	\$ 6,229.20

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Quantity	Total Annual Cost
Best NitraKing @ 6 bags per acre	<u>\$ 124.00</u>	Acre	17.4	<u>\$ 2,157.60</u>
Growth Products Sodium Knockout @ 10 gallons/acre	<u>\$ 325.00</u>	Acre	208.8	<u>\$ 67,860.00</u>
Simplot All Season 10-2-8 Organic @ 8 bags/acre	<u>\$ 117.00</u>	Acre	17.4	<u>\$ 2,035.80</u>
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	<u>\$ 34.00</u>	Acre	69.6	<u>\$ 2,366.40</u>
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	<u>\$ 25.00</u>	Acre	69.6	<u>\$ 1,740.00</u>
Aerate with 5/8" Hollow tines	<u>\$ 175.00</u>	Acre	0.2	<u>\$ 35.00</u>
Slice/Spiking Aeration	<u>\$ 135.00</u>	Acre	0.2	<u>\$ 27.00</u>
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	<u>\$ 800.00</u>	Acre	0.1	<u>\$ 80.00</u>
Topdress with Agromin 1/4" Universal Turf Amendment @ 650 cu. ft./acre	<u>\$ 1,000.00</u>	Acre	0.1	<u>\$ 100.00</u>
Total Annual Cost for Upper Bosque Seasonal Duties:				<u>\$ 95,437.40</u>
Total Annual Cost for Upper Bosque Maintenance:				F <u>\$ 168,378.80</u>

Name of Company: Merchants Landscape Services

UPPER BEE CANYON

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Est. No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Bee Canyon Maintenance						
Shrub/Groundcover - Per Section 2.23	\$ 222.00	24.1	Acres	\$ 5,350.20	12	\$ 64,202.40
Trees - Per Section 2.24.4	\$ 1.00	567	Trees	\$ 567.00	12	\$ 6,804.00
Environmental/Recreation/ Facilities/Hardscape- Per Sections 2.28 & 2.29	\$ 525.00	12.1	Acres	\$ 6,352.50	12	\$ 76,230.00
Irrigation - Per Section 2.26	\$ 7.35	331	Valves	\$ 2,432.85	12	\$ 29,194.20

Total Annual Cost for Upper Bee Canyon Scheduled Duties: \$ 176,430.60

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	48.2	\$ 17,737.60
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	48.2	\$ 8,627.80
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	48.2	\$ 5,976.80
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	289.2	\$ 93,990.00
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	48.2	\$ 14,074.40
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	48.2	\$ 1,638.80
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	289.2	\$ 7,230.00

Total Annual Cost for Upper Bee Canyon Seasonal Duties: \$ 149,275.40

Total Annual Cost for Upper Bee Canyon Maintenance: G \$ 325,706.00

Name of Company: Merchants Landscape Services

Streetscape

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Streetscape Maintenance						
Shrub/Groundcover - Per Section 2.23	\$ 222.00	8.16	Acres	\$ 1,811.52	12	\$ 21,738.24
Trees - Per Section 2.24.4	\$ 1.00	463	Trees	\$ 463.00	12	\$ 5,556.00
Irrigation - Per Section 2.26	\$ 7.35	116	Valves	\$ 852.60	12	\$ 10,231.20
Total Annual Cost for Streetscape Scheduled Duties:						<u>\$ 37,525.44</u>

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	16.32	\$ 6,005.76
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	16.32	\$ 2,921.28
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	16.32	\$ 2,023.68
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	97.92	\$ 31,824.00
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	8.16	\$ 2,382.72
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	32.64	\$ 1,109.76
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	32.64	\$ 816.00
Total Annual Cost for Streetscape Seasonal Duties:				<u>\$ 47,083.20</u>

Total Annual Cost for Streetscape Maintenance:

H \$ 84,608.64

Name of Company: Merchants Landscape Services

Squadron Lot

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Squadron Lot Maintenance						
Shrub/Groundcover - Per Section 2.24	\$ 222.00	4.3	Acres	\$954.60	12	\$ 11,455.20
Trees - Per Section 2.25	\$ 1.00	510	Trees	\$510.00	12	\$ 6,120.00
Irrigation - Per Section 2.27	\$ 7.35	36	Valves	\$264.60	12	\$ 3,175.20
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.29 & 2.30	\$ 525.00	11.8	Acres	\$6,195.00	12	\$ 74,340.00

Total Annual Cost for Squadron Lot Scheduled Duties: \$ 95,090.40

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	8.6	\$ 3,164.80
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	8.6	\$ 2,511.20
Best 21-0-0 @ 3 bags per acre	\$ 43.00	Acre	8.6	\$ 369.80
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	4.3	\$ 146.20
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	4.3	\$ 107.50

Total Annual Cost for Squadron Lot Seasonal Duties: \$ 6,299.50

Total Annual Cost for Squadron Lot Maintenance: \$ 101,389.90

Name of Company: Merchants Landscape Services

Palm Court Complex

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Palm Court Complex Maintenance						
Turf Mowing/Edging-Per Section 2.21	\$ 337.00	1.1	Acres	\$ 370.70	12	\$ 4,448.40
Shrub/Groundcover - Per Section 2.23	\$ 222.00	0.3	Acres	\$ 66.60	12	\$ 799.20
Trees - Per Section 2.24.4	\$ 20.00	54	Palms	\$ 1,080.00	12	\$ 12,960.00
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	1.51	Acres	\$ 792.75	12	\$ 9,513.00
Irrigation - Per Section 2.26	\$ 7.35	14	Valves	\$ 102.90	12	\$ 1,234.80
Total Annual Cost for Palm Court Complex Scheduled Duties:						\$ 28,955.40

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	2.2	\$ 809.60
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	2.2	\$ 393.80
Best NitraKing @ 6 bags per acre	\$ 198.00	Acre	1.1	\$ 217.80
Calcium Nitrate @ 6 bags per acre	\$ 85.00	Acre	2.2	\$ 187.00
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	12.1	\$ 3,932.50
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	Acre	12.1	\$ 1,415.70
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	1.1	\$ 321.20
Best 21-0-0 @ 3 bags per acre	\$ 43.00	Acre	1.1	\$ 47.30

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	4.4	\$ 149.60
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	4.4	\$ 110.00
Aerate with 5/8" Hollow tines	\$ 175.00	Acre	4.4	\$ 770.00
Slice/Spiking Aeration	\$ 135.00	Acre	1.1	\$ 148.50
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	\$ 800.00	Acre	2.2	\$ 1,760.00
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	\$ 1,000.00	Acre	2.2	\$ 2,200.00

Total Annual Cost for Palm Court Complex Seasonal Duties: \$ 12,463.00

Total Annual Cost for Palm Court Complex Maintenance: J \$ 41,418.40

Name of Company: Merchants Landscape Services

Terrace Complex

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Terrace Complex Maintenance						
Turf Mowing/Edging-Per Section 2.21	\$ 337.00	3.2	Acres	\$ 1,078.40	12	\$ 12,940.80
Shrub/Groundcover - Per Section 2.23	\$ 222.00	2.93	Acres	\$ 650.46	12	\$ 7,805.52
Trees - Per Section 2.24	\$ 1.00	77	Trees	\$ 77.00	12	\$ 924.00
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	1	Acres	\$ 525.00	12	\$ 6,300.00
Irrigation - Per Section 2.26	\$ 7.35	24	Valves	\$ 176.40	12	\$ 2,116.80

Total Annual Cost for Terrace Complex Scheduled Duties: \$ 30,087.12

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	6.4	\$ 2,355.20
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	6.4	\$ 1,145.60
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	3.2	\$ 396.80
Calcium Nitrate @ 6 bags per acre	\$ 85.00	Acre	6.4	\$ 544.00
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	38.4	\$ 12,480.00
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	Acre	38.4	\$ 4,492.80
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	3.2	\$ 934.40
Best 21-0-0 @ 3 bags per acre	\$ 43.00	Acre	3.2	\$ 137.60
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	12.8	\$ 435.20

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	12.8	\$ 320.00
Aerate with 5/8" Hollow tines	\$ 175.00	Acre	12.8	\$ 2,240.00
Slice/Spiking Aeration	\$ 135.00	Acre	3.2	\$ 432.00
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	\$ 800.00	Acre	6.4	\$ 5,120.00
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	\$ 1,000.00	Acre	6.4	\$ 6,400.00
Total Annual Cost for Terrace Complex Seasonal Duties:				\$ 37,433.60

Total Annual Cost for Terrace Complex Maintenance: K \$ 67,520.72

Visitors Center Complex

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Visitors Center Complex Maintenance						
Turf Mowing/Edging-Per Section 2.21	\$ 337.00	3.18	Acres	\$ 1,071.66	12	\$ 12,859.92
Shrub/Groundcover - Per Section 2.23	\$ 222.00	0.22	Acres	\$ 48.84	12	\$ 586.08
Trees - Per Section 2.24	\$ 11.00	40	Trees	\$ 440.00	12	\$ 5,280.00
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	0.5	Acres	\$ 262.50	12	\$ 3,150.00
Irrigation - Per Section 2.26	\$ 7.35	23	Valves	\$ 169.05	12	\$ 2,028.60
Total Annual Cost for Visitors Center Complex Scheduled Duties:						\$ 23,904.60

Name of Company: Merchants Landscape Services

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	6.36	\$ 2,340.48
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	6.36	\$ 1,138.44
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	3.18	\$ 394.32
Calcium Nitrate @ 6 bags per acre	\$ 85.00	Acre	6.36	\$ 540.60
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	38.16	\$ 12,402.00
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	Acre	38.16	\$ 4,464.72
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	3.18	\$ 928.56
Best 21-0-0 @ 3 bags per acre	\$ 43.00	Acre	3.18	\$ 136.74
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	12.72	\$ 432.48
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	12.72	\$ 318.00
Aerate with 5/8" Hollow tines	\$ 175.00	Acre	12.72	\$ 2,226.00
Slice/Spiking Aeration	\$ 135.00	Acre	3.18	\$ 429.30
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	\$ 800.00	Acre	6.36	\$ 5,088.00
Topdress with Agromin 1/4" Universal Turf Amendment @ 650 cu. ft./acre	\$ 1,000.00	Acre	6.36	\$ 6,360.00

Total Annual Cost for Visitors Center Complex Seasonal Duties: \$ 37,199.64

Total Annual Cost for Visitors Center Complex Maintenance:

L \$ 61,104.24

Name of Company: Merchants Landscape Services

Balloon Complex

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Balloon Complex Maintenance						
Turf Mowing/Edging-Per Section 2.21	\$ 337.00	0.3	Acres	\$ 101.10	12	\$ 1,213.20
Shrub/Groundcover - Per Section 2.23	\$ 222.00	1.2	Acres	\$ 266.40	12	\$ 3,196.80
Environmental/Recreation/Facilities/Hardscape-Per Sections 2.28 & 2.29	\$ 525.00	3.8	Acres	\$ 1,995.00	12	\$ 23,940.00
Irrigation - Per Section 2.26	\$ 7.35	10	Valves	\$ 73.50	12	\$ 882.00
Total Annual Cost for Balloon Complex Scheduled Duties:						\$ 29,232.00

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
JTM Nutrients Complete @ 9 bags per acre	\$ 368.00	Acre	0.6	\$ 220.80
JTM Activator Ca @ 8 bags per acre	\$ 179.00	Acre	0.6	\$ 107.40
Best NitraKing @ 6 bags per acre	\$ 124.00	Acre	0.3	\$ 37.20
Calcium Nitrate @ 6 bags per acre	\$ 85.00	Acre	0.6	\$ 51.00
Growth Products Sodium Knockout @ 10 gallons/acre	\$ 325.00	Acre	3.6	\$ 1,170.00
Simplot TruGyp Pelletized Gypsum @ 400 pounds/acre	\$ 117.00	Acre	3.6	\$ 421.20
Simplot All Season 10-2-8 Organic @ 8 bags/acre	\$ 292.00	Acre	0.3	\$ 87.60
Best 21-0-0 @ 3 bags per acre	\$ 43.00	Acre	0.3	\$ 12.90
Growth Products Essential Organic 1-0-1 @ 64 oz/acre	\$ 34.00	Acre	1.2	\$ 40.80

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Unit Quantity	Total Annual Cost
Growth Product Nitro-22+ Sulfur @ 2 gallons per acre	\$ 25.00	Acre	1.2	\$ 30.00
Aerate with 5/8" Hollow tines	\$ 175.00	Acre	0.3	\$ 52.50
Slice/Spiking Aeration	\$ 135.00	Acre	0.3	\$ 40.50
Interseed with GrandSlam perennial ryegrass @ 10 pounds/ 1,000 s.f.	\$ 800.00	Acre	0.6	\$ 480.00
Topdress with Agromin ¼"Universal Turf Amendment @ 650 cu. ft./acre	\$ 1,000.00	Acre	0.6	\$ 600.00
Total Annual Cost for Balloon Complex Seasonal Duties:				\$ 3,351.90

Total Annual Cost for Balloon Complex Maintenance: M \$ 32,583.90

Weed Abatement Areas						
Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Weed Abatement Areas-Per Section						
<u>2.31.1</u>						
Vegetation Management	\$ 9.00	73	Acres	\$ 657.00	12	\$ 7,884.00

Total Annual Cost for Weed Abatement Area Maintenance: N \$ 7,884.00

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit Quantity	Unit	Price per Month	Estimated No. of Months	Total Annual Cost
SCHEDULED DUTIES						
Retention Pond and Amenity Pond Maintenance						
Vegetation Management in Ponds 1,2,3 and 6 per Section 2.32.1	\$ 100.00	2.8	Acre	\$ 280.00	12	\$ 3,360.00
Amenity Pond Maintenance per Section 2.32.2 and 2.32.3	\$.10	7,200	Sq.Ft.	\$ 720.00	12	\$ 8,640.00
Amenity Pond Maintenance AquaSphere 500K Gallon per Section 2.32.5	\$ 81.00	4	Spheres	\$ 324.00	12	\$ 3,888.00

Total Annual Cost for Retention Basin Scheduled Duties:

\$ 15,888.00

SEASONAL DUTIES (Quantities not Guaranteed) - per Section 2.21 and 2.22

Amenity Pond Draining and Cleaning per Section 2.32.4	\$.14	28,956	Sq.Ft.	\$ 4,053.84	2	\$ 8,107.68
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Total Annual Cost for Retention Basin Seasonal Duties:

\$ 8,107.68

Total Annual Cost for Retention Basin Maintenance:

0

\$ 23,995.68

Name of Company: Merchants Landscape Services

Reimbursement for rotors per Section 2.26.2 (Western Sector Only)

Task	Price per Unit	Unit	Avg. Annual Quantity	Total Estimated Annual Cost
Rain Bird 6504 stainless steel rotor	\$ 70.00	each	30	\$ 2,100.00
Rain Bird 8005 stainless steel rotor	\$ 50.00	each	40	\$ 2,000.00
Rain Bird 5006 stainless steel rotor	\$ 22.00	each	100	\$ 2,200.00
Rain Bird 5012 stainless steel rotor	\$ 23.00	each	40	\$ 920.00
Hunter MP Rotator	\$ 5.00	each	50	\$ 250.00
Rainbird Rotary 17-24	\$ 4.00	each	75	\$ 300.00
Mirage M-160	\$2,600.00	each	2	\$ 5,200.00
Mirage M-180	\$2,700.00	each	2	\$ 5,400.00

Total Estimated Annual Cost for Rotor Reimbursement:

P \$ 18,370.00

EXTRA WORK UNIT COST (WORK NOT GUARANTEED)

This contract requires that the contractor maintains adequate labor and equipment resources to accomplish functions including, but not limited to those included in the Extra Work Unit Cost Sheet listed below. The cost basis for all extra work shall be with material and labor supplied unless specified labor only. These unit costs shall assume that contractor personnel not normally assigned to the scheduled duties associated with the contract will be completing the task.

Task	Price per Unit	Unit	Estimated Annual Quantity	Total Estimated Annual Cost
Fertilization				
Tree spikes	\$ 1.00	spike	6,000	\$ 6,000.00
Topdressing, Tierra Verde Industries (TVI) 100	\$ 30.00	cu. yd.	200	\$ 6,000.00
Decomposed Granite - Gail Materials Natricil Stabilized Gold	\$ 65.00	cu. yd.	100	\$ 6,500.00
Shrub Reductions				
Cut and Haul	\$.03	sq. ft.	5,000	\$ 150.00
Removal of debris to dump				
Remove and dispose	\$ 10.00	cu. yd.	100	\$ 1,000.00

Name of Company: Merchants Landscape Services

Ground Covers

Task	Price per Unit	Unit	Estimated Annual Quantity	Total Estimated Annual Cost
Mow/trim/thin/remove & dispose of debris	\$ 150.00	acre	10	\$ 1,500.00
Employee Labor Rates				
Laborer	\$ 27.00	hour	480	\$ 12,960.00
Irrigator Technician	\$ 40.00	hour	200	\$ 8,000.00
Inclement Weather Crew	\$ 50.00	hour	200	\$ 10,000.00
Spray Technician	\$ 40.00	hour	80	\$ 3,200.00
Water truck (water provided onsite from fire hydrant)	\$ 30.00	hour	150	\$ 4,500.00
Dumpster – 20 yard (trash or green waste - includes dump fees – does not include labor to fill)	\$ 100.00	each	20	\$ 2,000.00
Dumpster – 40 yard (trash or green waste - includes dump fees – does not include labor	\$ 200.00	each	20	\$ 4,000.00
Plant Material (3 hand waterings required unless specified along with JTM complete @ 1 cup per 1 or 2 gallon, 2 cups per 5 gallon & 4 cups per 15 gallon or greater)				
1-gallon common shrub	\$ 9.00	shrub	1000	\$ 9,000.00
1-gallon native grass	\$ 11.00	shrub	1000	\$ 11,000.00
1-gallon "California Friendly" shrub	\$ 11.00	shrub	1,000	\$ 11,000.00
2-gallon carpet rose	\$ 18.00	shrub	250	\$ 4,500.00
5-gallon common shrub	\$ 18.00	shrub	250	\$ 4,500.00
5-gallon native grass	\$ 22.00	shrub	250	\$ 5,500.00
5-gallon "California Friendly" shrub	\$ 22.00	shrub	250	\$ 5,500.00
15-gallon common shrub	\$ 55.00	shrub	100	\$ 5,500.00
15-gallon native grass	\$ 55.00	shrub	100	\$ 5,500.00
15-gallon "California Friendly" shrub	\$ 55.00	shrub	100	\$ 5,500.00

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Estimated Annual Quantity	Total Estimated Annual Cost
15-gallon tree with all hardware, 2 hand waterings per week for 3 weeks and a 6 month warranty	\$ 110.00	tree	25	\$ 2,750.00
24" box tree with all hardware, 2 hand waterings per week for 3 weeks and 6 month warranty	\$ 310.00	tree	25	\$ 7,750.00
36" box tree with all hardware, 2 hand waterings per week for 3 weeks and 6 month warranty	\$ 850.00	tree	5	\$ 4,250.00
Plant 15-gallon or 24" box tree, include all hardware, 2 hand waterings per week for 3 weeks and a 6 month warranty (tree provided by others and Contractor provides hardware and labor only)	\$ 50.00	tree	10	\$ 500.00
Plant 36" box tree, include all hardware, 2 hand waterings per week for 3 weeks and a 6 month warranty (tree provided by others and Contractor provides hardware and labor only)	\$ 150.00	tree	10	\$ 1,500.00
64 count flat ground cover	\$ 12.00	flats	100	\$ 1,200.00
16 count flat color	\$ 10.00	flats	25	\$ 250.00
UC Verde' Buffalograss	\$ 25.00	flats	50	\$ 1,250.00
Kikuyu grass Sod	\$ 1.40	sq. ft.	10,000	\$ 14,000.00
Tifway II Sod	\$ 1.11	sq. ft.	100,000	\$ 111,000.00
Add a tree bubbler for newly planted trees	\$ 5.00	tree bubbler	60	\$ 300.00

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Estimated Annual Quantity	Total Estimated Annual Cost
Root pruning to below grade and backfill with topsoil	\$.10	linear feet	200	\$ 20.00
Mulch, Terre Verde Industries, TVI Forest Blend	\$ 22.00	cu. yd.	1,000	\$ 22,000.00
Straw-Filled Wattles/Fiber Roll 8" x 25' (includes staking per manufacturer recommendations, includes labor to install)	\$ 1.10	linear feet	5,000	\$ 5,500.00
Sand Bags (filled w/ approx. 30 lbs of 5/16" fine gravel, includes labor to install/place in field)	\$ 4.00	each	5,000	\$ 20,000.00

Task	Price per Unit	Unit	Estimated Annual Quantity	Total Estimated Annual Cost
Trees - Remove, dispose and stump grind various specie trees				
1" – 6" DBH	\$ 30.00	each	10	\$ 300.00
6" – 12" DBH	\$ 50.00	each	10	\$ 500.00
12" – 30" DBH	\$ 450.00	each	10	\$ 4,500.00
30" + DBH	\$ 600.00	each	5	\$ 3,000.00
Trees - Remove and dispose of boxed trees				
24" box	\$ 25.00	each	5	\$ 125.00
36" box	\$ 75.00	each	5	\$ 375.00
48" box	\$ 100.00	each	10	\$ 1,000.00
Rebox trees (discard existing box and hardware, transfer to new box, add backfill mix amendments as needed, install new hardware if needed)				
24" box	\$ 150.00	each	5	\$ 750.00
36" box	\$ 360.00	each	5	\$ 1,800.00
48" box	\$ 650.00	each	10	\$ 6,500.00
Additional Tree Trimming per Section 2.24.4 (discard existing box and hardware, transfer to new box, add backfill mix amendments as needed, install new hardware if needed)				
Palm Trees	\$ 75.00	each	10	\$ 750.00
Elm Trees	\$ 100.00	each	10	\$ 1,000.00

Name of Company: Merchants Landscape Services

Task	Price per Unit	Unit	Estimated Annual Quantity	Total Estimated Annual Cost
All other trees (1" – 12" DBH)	\$ 27.00	each	25	\$ 675.00
All other trees (12 1/4" – 36")	\$ 65.00	each	50	\$ 3,250.00
All other trees (36"+)	\$ 100.00	each	50	\$ 5,000.00

Flail Mowing

Flail mow undeveloped areas	\$ 75.00	acre	250	\$ 18,750.00
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Irrigation Unit Costs

Rainbird PEBS-R control valve remove, replace, or add new:

1"	\$ 92.00	valve	10	\$ 920.00
1-1/4"	\$ 1.00	valve	10	\$ 10.00
1-1/2"	\$ 103.00	valve	10	\$ 1,030.00
2-1/2"	\$ 1.00	valve	10	\$ 10.00

Replace valve box, standard square 11"x17"-stamped with valve #

	\$ 25.00	valve	10	\$ 250.00
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Replace valve box, 9" round

	\$ 15.00	valve	10	\$ 150.00
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Install Netafin and necessary parts on grade per manufacturers recommendations

	\$.30	linear feet	1,000	\$ 300.00
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Trench install/backfill, UF14 gauge wire @ +/- 12" depth

	\$ 3.00	linear feet	2,000	\$ 6,000.00
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Irrigation Pipe, Sch. 40 - Install at industry standard depths

3/4" – 1 1/2" diameter	\$ 2.50	linear feet	1,000	\$ 2,500.00
2" – 3" diameter	\$ 6.00	linear feet	1,000	\$ 6,000.00
4" diameter	\$ 15.00	linear feet	1,000	\$ 15,000.00

Total Estimated Annual Cost for Extra Work:

R \$ 406,025.00

Name of Company: Merchants Landscape Services

BID SUMMARY

<u>AREA</u>	Total Annual Maintenance Cost:	
Soccer Complex	A	\$ <u>1,814,222.92</u>
Baseball Complex	B	\$ <u>781,313.50</u>
Softball Complex	C	\$ <u>353,638.30</u>
Tennis Complex	D	\$ <u>87,032.40</u>
Volleyball Complex	E	\$ <u>23,241.80</u>
Upper Bosque	F	\$ <u>168,378.80</u>
Upper Bee Canyon	G	\$ <u>325,706.00</u>
Streetscape	H	\$ <u>84,608.64</u>
Squadron Lot	I	\$ <u>101,389.90</u>
Palm Court Complex	J	\$ <u>41,418.40</u>
Terrace Complex	K	\$ <u>67,520.72</u>
Visitors Center Complex	L	\$ <u>61,104.24</u>
Balloon Complex	M	\$ <u>32,583.90</u>
Weed Abatement Areas Amenity Ponds and Retention Basins	N	\$ <u>7,884.00</u>
	O	\$ <u>23,995.68</u>
 Grand Total for Annual Maintenance:	 P	 \$ <u>3,974,039.20</u> (Sum of A thru O)
 Total Estimated Annual Cost for Rotor Reimbursement:	 Q	 \$ <u>18,370.00</u>
 Total Estimated Annual Cost for Extra Work:	 R	 \$ <u>406,025.00</u>
 GRAND TOTAL BID PRICE PER YEAR:		 \$ <u>4,398,434.20</u> (Sum of P+Q+R)

Name of Company: Merchants Landscape Services

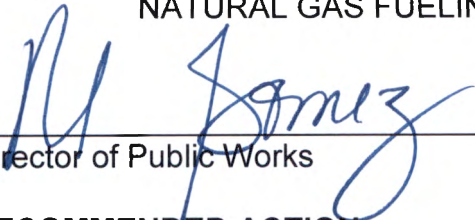
3.10




REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: AGREEMENT WITH CLEAN ENERGY FOR CONTINUED OPERATION AND MAINTENANCE OF A PUBLICLY ACCESSIBLE COMPRESSED NATURAL GAS FUELING STATION ON CITY PREMISES



Director of Public Works



City Manager

RECOMMENDED ACTION

Authorize the City Manager to execute a new five-year agreement with Clean Energy for land use and the operation and maintenance of the existing publicly accessible compressed natural gas fueling station located on City premises at the Operations Support Facility.

EXECUTIVE SUMMARY

The proposed five-year agreement with Clean Energy allows for the continued use of City property by Clean Energy for a publicly accessible compressed natural gas (CNG) fueling station located at the City's Operations Support Facility as depicted in Attachment 1. Clean Energy is the largest provider of CNG fuel for various fleet markets including refuse, transit, shuttle, taxi, trucking and airport service vehicles throughout the United States. The City and Clean Energy have enjoyed a positive working relationship since 1997 with Clean Energy as the sole operator for the existing station.

The City's existing agreement with Clean Energy is set to expire on March 31, 2017. In June 2016, the City issued a RFP to solicit proposals for the continued operation of the CNG facility. Clean Energy was the sole responder to the RFP and is recommended for award of a new five-year term contract. A copy of the proposed agreement is included as Attachment 2.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

On January 17, 2017, the Finance Commission recommended the City Council approve the Agreement with Clean Energy by a vote of 5-0, with all members present.

ANALYSIS

The existing CNG fueling station was constructed in 1993 by the Southern California Gas Company in partnership with the City of Irvine to promote the use of alternative fuel vehicles. This CNG fueling station is located at the City's Operation Support Facility, at 6427 Oak Canyon near Sand Canyon Avenue and the I-5 freeway. In 1997, Southern California Gas Company, with consent from the City, assigned its interests in the CNG

station to Pickens Fuel Corp (which subsequently became Clean Energy). Since then, Clean Energy has been maintaining and operating the fueling station.

In January 2016, the City Council approved an amendment to the existing agreement with Clean Energy extending the term to March 31, 2017 and directed staff to solicit new competitive proposals for the continued operation and maintenance of the CNG station. The RFP was issued in June 2016. Notification of the RFP was sent to 134 firms and 28 firms downloaded the RFP documents. The City received one proposal from Clean Energy, the firm that holds the existing contract. The proposal was evaluated based on the rating criteria described in the RFP and staff recommends awarding a new five-year contract to Clean Energy. Copies of the RFP, the proposal submitted by Clean Energy, and the Proposal Rating Summary are included as Attachment 3, 4 and 5 respectively.

The proposed agreement was prepared in consultation with the City Attorney's office and includes the following negotiated terms and conditions:

1. Clean Energy will operate and maintain the CNG fuel station at no cost to the City;
2. The City will receive a reduced market rate fee (based on a preferred price formula) for its CNG fuel;
3. Clean Energy will pay the City a land use payment of \$0.10 per gallon of gas equivalent (GGE) on all CNG fuel purchases by non-City users;
4. Clean Energy will manage all third party billings and accounting; and
5. Clean Energy will provide grant writing services at no cost for City purchases of alternative fuel vehicles and equipment.

The proposed preferred price formula included in the recommended contract will be calculated as follows:

$$\begin{array}{rcccl} \$1.10 \text{ per GGE} & + & \text{Cost of Gas} & + & \text{Applicable Taxes} \\ \text{(Compression Fee)} & & \text{(Commodity Cost)} & & \end{array}$$

Based on current CNG fuel commodity and tax fees, the City will pay an estimated rate of \$1.85 per GGE under the new contract. The current market rate for a public third party user is \$2.34. Under the existing agreement with Clean Energy, the City's fuel purchase rate is based on a compression fee of \$1.00 per GGE (compared to \$1.10 with the new contract) and the City's revenue is based on a royalty fee of \$0.07 per GGE (compared to a land use fee of \$0.10 per GGE with the new contract).

The City's investment in its 62 CNG vehicles and the availability of a CNG fueling station at the Operation Support Facility has enabled the City to comply with South Coast Air Quality Management District (SCAQMD) requirements for use of alternative fuels for light, medium and heavy-duty vehicles. The proposed agreement will continue to support the City's efforts in maintaining compliance with this SCAQMD requirement.

ALTERNATIVES CONSIDERED

The City Council could direct staff to initiate a new RFP soliciting proposals with modified terms or direct staff to revise any of the provisions in the proposed agreement. These alternatives are not recommended because, due to Clean Energy's market share in the region and because it already owns the fueling facility on site, it is unlikely another firm would offer a proposal that is more favorable for the City.

FINANCIAL IMPACT

The proposed agreement requires that Clean Energy provide the City with CNG fuel at a reduced market rate that is one of the lowest offered to any public agency in Orange County. In addition, Clean Energy will pay the City a land use fee of \$0.10 per gallon of gas equivalent on all CNG purchased by non-City customers. The City's annual CNG fuel expenditures are approximately \$130,000 and are included in the Public Works' Fiscal Year 2016-17 operations budget. The proposed annual land use fee revenue to be received by the City is estimated to be \$47,000 annually, beginning in July 2017, depending on the CNG fuel demand from non-City customers. This revenue will be included in the Fiscal Year 2017-18 operating budget.

REPORT PREPARED BY Curtis Smith, Fleet Services Superintendent

ATTACHMENTS

1. CNG Facility Location Map
2. Proposed Agreement with Clean Energy
3. Request for Proposal 16-1046
4. Clean Energy Proposal, dated June 29, 2016
5. Proposal Rating Summary

FACILITY LOCATION MAP



Legend



CNG Fueling Station

Operation Support Facility

AGREEMENT FOR LAND USE AND CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of February _____, 2017, by and between the CITY OF IRVINE, a municipal corporation ("City"), and CLEAN ENERGY, 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: City of Irvine grants Contractor use of a portion of the real property located at 6427 Oak Canyon, Irvine, CA 92620 (the "Premises") for the operation and maintenance of the publicly accessible compressed natural gas fueling station located at the City of Irvine Operation Support Facility in accordance with PART IV, Scope of Services, included herein (RFP 16-1046).

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on April 1, 2017 ("Commencement Date") and shall continue through March 31, 2022. The City reserves the right to extend this Agreement for up to one (1) additional five (5) year periods. Such extension shall only be valid if effectuated in writing by the City.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf: Curtis Smith, email: cusmith@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf: Steve McCarthy, email: steve.mccarthy@cleanenergyfuels.com

E. Notices: Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

- | | | |
|------|-----------|--------------------|
| F.1. | Part I: | Fundamental Terms |
| F.2. | Part II: | General Provisions |
| F.3. | Part III: | Special Provisions |
| F.4. | Part IV: | Scope of Services |
| F.5. | Part V: | Budget |

G. Integration: This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes

and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE

CLEAN ENERGY

By: _____
Sean Joyce
Its: City Manager _____

By: _____
Its: _____

By: _____
Manuel Gomez
Its: Director of Public Works _____

By: _____
Its: _____

Attest:

By: _____

Molly McLaughlin
City Clerk

Contractor Information
Address for Notices and Payments:
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Attn: Peter Grace
Telephone: (949) 437-1000
Email: peter.grace@cleanenergyfuels.com



Jeffrey Melching

Attn: Nate Jensen, General Counsel
Telephone: (949) 437-1000
Email: nate.jensen@cleanenergyfuels.com

Attn: Steve McCarthy
Telephone: (949) 437-1000
Email: steve.mccarthy@cleanenergyfuels.com

PART II
GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the

facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

- (1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

E. Evidence of Insurance: Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

F. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or

otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

I. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such

fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and

agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work; Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflicts of Interest.

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional

cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

<u>To City:</u>	City of Irvine One Civic Center Plaza (92606) (Hand Deliveries) P. O. Box 19575 Irvine, CA 92623-9575
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Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party

is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

Part III
Part II
Part IV
Part V
Part I

PART III
SPECIAL PROVISIONS

1) Definitions

1.1. As used in this Agreement, the following terms and expressions shall have the following meanings:

- 1.1.1. Agreement – shall mean this document.
- 1.1.2. City or City Personnel – shall mean the City of Irvine, including its officers, officials, employees, agents, officers, representatives and volunteers.
- 1.1.3. CNG – shall mean pipeline quality compressed natural gas, compressed for vehicle use, and otherwise conforming to the description of natural gas contained in SoCal Gas' Tariffs, particularly Rule 2.
- 1.1.4. CNG Vehicle(s) – shall mean motor vehicles powered by internal combustion engines which have been manufactured or modified to use CNG as a primary fuel. As used herein, CNG Vehicles shall refer to CNG fueled vehicles owned or operated by City or Customer(s).
- 1.1.5. CPUC – shall mean the California Public Utilities Commission.
- 1.1.6. Customer(s) – shall mean third parties, other than City, who are authorized by Contractor to use the Station.
- 1.1.7. GGE – shall mean gallon of gas equivalent. CNG fuel volume will be dispensed in GGE.
- 1.1.8. Party or Parties – shall mean Contractor and City, in their respective capacity as parties to this Agreement, individually or jointly as the case may be. This term shall not include Customer(s).
- 1.1.9. Premises – shall mean the real property upon which the Station will be operated, which is located at 6427 Oak Canyon, Irvine, CA.
- 1.1.10. Station – shall mean the CNG facility, including appurtenances thereto, such as compressor units, fuel dispensers and storage equipment, as owned and maintained by Contractor, located upon the Premises.

2) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

3) **PART II GENERAL PROVISIONS, SECTION 2.1.1 - A. Comprehensive General Liability** is modified by changing the limits of liability from \$1,000,000.00 per occurrence and

\$2,000,000.00 annual aggregate to \$5,000,000.00 per occurrence and \$10,000,000.00 annual aggregate for liability arising out of Contractor's performance of this Agreement.

- 4) **PART II GENERAL PROVISIONS, SECTION 2.1.1 – A. Comprehensive General Liability (1)** is replaced in its entirety with the following:

Name the City of Irvine and its employees and officers as additional insured for claims arising out of Contractor's performance of this Agreement.

- 5) **PART II GENERAL PROVISIONS, SECTION 2.1.1 – B. Automobile Liability Insurance** is modified by changing the limits of liability from \$1,000,000.00 per occurrence and \$1,000,000 annual aggregate to \$5,000,000 per accident for bodily injury and property damage for liability arising out of Contractor's performance of this Agreement.

- 6) **PART II GENERAL PROVISIONS, SECTION 2.1.1 – B. Automobile Liability Insurance (1)** is replaced in its entirety with the following:

Name the City of Irvine and its employees and officers as additional insured for claims arising out of Contractor's performance of this Agreement.

- 7) **PART II GENERAL PROVISIONS, SECTION 2.1.1. – C. Workers' Compensation Insurance** is modified to add the following: workers' compensation insurance as required by the State of California, with Statutory Limits and Employers' liability insurance with a limit of no less than \$100,000,000 per accident for bodily injury or disease.

- 8) **PART II GENERAL PROVISIONS, SECTION 2.1.1 – D. Professional Liability Insurance** is deleted in its entirety.

- 9) **PART II GENERAL PROVISIONS, SECTION 2.1.1 – E. Evidence of Insurance** is replaced in its entirety with the following:

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 ten (10) business days prior to the expiration of any policy. Coverage shall not be suspended, voided or cancelled 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.

- 10) **PART II GENERAL PROVISIONS, SECTION 2.1.1 Insurance Coverage Required** is modified by adding the following:

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the contractor maintains higher limits than the minimum shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specific minimum limits of insurance and coverage shall be available to the City.

- 11) **PART II GENERAL PROVISIONS, SECTION 3.8 Retention of Funds** is deleted in its entirety.
- 12) **PART II GENERAL PROVISIONS, SECTION 3.9 Termination by City** is replaced with the following:

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with cause, upon written notice to Contractor. City reserves the right to terminate this Agreement at any time, without cause, upon a minimum of one hundred and eighty (180) days advance 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. 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.
- 13) **PART II GENERAL PROVISIONS, SECTION 3.10 Right to Stop Work; Termination by Contractor** is deleted in its entirety.
- 14) Contractor shall retain ownership of all CNG fueling equipment and associated components comprising the Station.
- 15) The Contractor will not sell, lease, deed or subcontract or in any way defer the management or ownership of the Station or Premises, in whole or in part, without written agreement from the City.
- 16) To enable Contractor to fulfill its obligations as set forth in Part IV, City hereby licenses Contractor to use the Premises for the purposes of owning, operating and maintaining the Station in accordance with the terms and conditions of this Agreement. City shall not, nor voluntarily permit others to, levy and rent, charge, lien or encumbrance against Contractor for such use of the Premises or upon the Station, unless expressly provided for in this Agreement.
- 17) Unless otherwise agreed by the Parties in writing, upon termination of this Agreement, Contractor shall at its sole expense, but with the full cooperation and best efforts of City, remove the Station from the Premises and be responsible for any type of environmental cleanup at the Premises that may be required in any way as a result of the Station's existence.
- 18) City intends to purchase the CNG fuel dispensed to City's CNG Vehicles at the Station or other Clean Energy source unless City employees are traveling outside the city limits of Irvine.
- 19) Customer(s) may use the Station at Contractor's discretion. City shall not be billed for any CNG used by Customer(s). Contractor shall bill Customer(s) at rates set forth at Contractor's sole and absolute discretion. City shall not be responsible for any Customer(s) billing transactions.

- 20) Contractor, in accordance with Use Fuel Tax Regulation 1318 issued by the State of California Board of Equalization, will collect use fuel tax on fuel sold or delivered into fuel tanks of motor vehicles owned by City unless City qualifies for one of the exceptions delineated in Regulation 1318. If City qualifies for one of these exceptions, City shall furnish to Contractor appropriate certification authorizing non-payment of tax as specified in Use Fuel Tax Regulations 1319, 1320 and 1323.
- 21) City and Contractor shall each secure prior written approval of the other before use of the other's name in any publication or advertisement, oral or written.
- 22) Except as expressly set forth in this Agreement, including the attached description of the Premises, City makes no express or implied representations or warranties regarding the Premises and makes no warranties of merchantability or fitness for the intended use.
- 23) Neither Party shall be liable to the other for damages for breach of this Agreement to the extent caused by matters beyond its reasonable control or for consequential damages, punitive damages or damages measured by loss of profits.
- 24) The Parties agree that any claim or dispute arising out of or in connection with this Agreement, if not resolved to the mutual satisfaction of each Party, shall be determined by submission to judicial determination by a court of general jurisdiction located within the county where the Premises are situated.
- 25) Neither Party shall have the right to assign its rights nor obligations hereunder without first obtaining the written consent of the other, which consent shall not be unreasonably withheld, and any such attempted assignment without such consent shall be void.
- 26) Contractor agrees to comply with the Public Works Department, Integrated Pest Management Policy, attached hereto as Exhibit 2.

PART IV
SCOPE OF SERVICES

Services shall be performed as set forth below.

1. Contractor's Responsibilities

- 1.1. Station. Contractor shall own, and be solely responsible for operating and maintaining the Station in accordance with the terms and conditions of this Agreement.
- 1.2. Service Line and Meter. Contractor shall own, operate and maintain the service lateral, and separate meter providing gas to the Station in accordance with the terms and conditions of this Agreement. Contractor shall be solely responsible for procurement, compression of the gas and the sale of CNG fuel.
- 1.3. Nozzle, Hoses and Breakaways. Contractor is responsible for the normal wear and tear of the nozzle, hoses and breakaways.
- 1.4. Fuel Supply and Storage. Contractor shall provide sufficient supply of compressed natural gas to fuel all City vehicles as well as third party CNG vehicles. This shall include, but not be limited to, two separate CNG compressors. Future expansion of facility may be required to continue to fit these needs.

In the event the Station is down for any reason, Contractor shall use best efforts to provide sufficiently adequate fueling for the City vehicles through other CNG fueling locations within ten (10) miles of the Station.

- 1.5. Maintenance. Contractor shall maintain the Station in accordance with the following principles:
 - 1.5.1. Routine Maintenance. Contractor shall provide scheduled routine maintenance service for the term of this Agreement and shall repair, or at its option, replace, any defective materials or workmanship at its own expense. At City's expense, Contractor shall perform all repairs or replace parts as may be necessitated by negligent use or misuse by City.

Contractor shall be responsible for maintaining a clean and tidy fuel island and equipment. This includes removal of stickers or graffiti and removal of any surrounding debris. Contractor shall empty trash cans and clean dispensers once per week at minimum. Contractor shall steam clean the dispenser island and concrete pad on a quarterly basis.

- 1.5.2. Scheduling. Maintenance will normally be performed during City's "off-peak" hours to minimize "down-time." Contractor and the City shall mutually agree on such times.
- 1.5.3. Off-Line for Scheduled Maintenance. In the event that a compressor must go off-line for scheduled maintenance, Contractor shall use best efforts to ensure that their secondary compressor can accommodate fueling needs for City vehicles in order to not interfere with normal daily operations and vehicle usage and to ensure service is not interrupted during normal business hours of 6:00 a.m. and 6:00 p.m.
- 1.5.4. Facility Availability. The Station shall be open to City vehicles and third party CNG vehicles 24 hours a day, 7 days a week, and 365 days per year.
- 1.5.5. Service Calls. Contractor shall respond within a commercially reasonable period of time, but not to exceed 4 hours, upon notification of a service call request from the City. Repairs shall be undertaken and completed with reasonable commercial diligence, considering the nature and extent of the problem.
- 1.5.6. Emergency Service Calls. Contractor shall provide Emergency Response services 24 hours a day, 7 days a week and 365 days per year. Contractor shall provide an emergency contact name and phone number, which shall be posted on all CNG fuel dispensers. Emergency Response shall be within a commercially reasonable period of time, not to exceed two (2) hours of being contacted by the City.
- 1.5.7. Training. Contractor shall train City personnel regarding safe and efficient use of Station, including, but not limited to, vehicle fueling and emergency procedures. Contractor hereby certifies that any Customer(s) having access to Station shall be properly trained in its use, to include procedures relating to safe vehicle fueling and appropriate emergency procedures.
- 1.5.8. Restroom Facilities. Contractor shall provide and maintain a restroom facility, at its sole expense with specifications agreed mutually by City and Contractor, which at a minimum is equipped with a toilet, sink, soap, toilet paper and paper towels. This restroom facility shall be serviced at a minimum once per week and shall be located adjacent to the CNG Compressor/Storage facility or other location on the Premises as directed by City.
- 1.6. Electrical Service. Contractor shall be fully responsible for the cost of all electrical utilities associated with the operation of the Station and shall be billed directly by Southern California Edison. City assumes no liability for power outages or disruptions. Contractor shall be responsible to provide and maintain an electrical transfer switch to utilize the City's back-up emergency generator, at its sole expense, to use for the Station during power outages, disruptions and/or emergency events for the purpose of fueling City's CNG Vehicles and Customer(s) CNG Vehicles.

Contractor shall reimburse City \$0.15 per GGE for all gallons purchased by Customer(s) CNG Vehicles when operating Station with emergency back-up generator. Such reimbursement shall begin accruing twenty four hours (24) hours after Contractor begins operating Station with back-up emergency generator. City shall provide use of this back-up emergency generator to Contractor during power outages, disruptions and/or emergency events.

- 1.7. Additional CNG Locations. In the event one or both compressors at the Station are down for any reason for a continuous, unreasonable length of time, Contractor shall use best efforts to provide sufficiently adequate fueling for the City vehicles through other CNG fueling locations within ten (10) miles of the Station.
- 1.8. Possessory Interests. Contractor shall be responsible for any real property taxes and/or assessments levied on Contractor's possessory interests located on the Premises.
- 1.9. Billing. Contractor shall manage all billing and point-of-sale transactions for fuel purchases by all CNG vehicles at the Station.
- 1.10. Reporting. Contractor shall submit monthly reports to the City with respect to the Station containing the following information:
 - a. Total number of transactions at the Station for the previous month
 - b. Total GGE of CNG dispensed through the Station
 - c. Total GGE of CNG dispensed to City vehicles
 - d. Scheduled maintenance activity for previous month
 - e. Non-Scheduled/Emergency Repairs for Previous Month
- 1.11. Fuel Cards. Contractor shall provide City with Clean Energy fuel cards for use of fueling at any station in the Clean Energy network for the same preferential price offered at the Station.
- 1.12. Grant Writing. Contractor shall provide grant writing services at no cost to City for the purchase of alternative fuel equipment and vehicles.

2. City's Responsibilities

- 2.1. Use of Premises. City hereby licenses Contractor to use the Premises for the Station in accordance with this Agreement.
- 2.2. Maintenance of Premises. City shall maintain the Premises and the property in the immediate vicinity of the Station in a clean, safe, and commercially reasonable condition suitable for vehicle refueling use. This City's obligations, under this Section 2.2, shall only apply to conditions arising from the City's use of the Premises under this Agreement. Contractor shall be responsible for identifying and advising City of any conditions which are not clean, safe or commercially reasonable or suitable for vehicle refueling use.
- 2.3. Refueling City's CNG Vehicles. City certifies that only City personnel who have been trained by City's Fleet Services shall refuel City's CNG Vehicles.

- 2.4. Compliance with Law. In performing its obligations under this Agreement, City shall comply with all applicable federal, state and local laws, regulations, ordinances and rules.
- 2.5. Fuel Consumption. City does not guarantee minimum fuel consumption by City owned fleet vehicles nor does it guarantee minimum fuel consumption by Customer(s). Any profit or loss incurred as a result of operating the CNG Station on City Premises is solely the responsibility of Contractor.

PART V
BUDGET

Pricing shall be as set forth below.

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.

1. Preferred Price for Gasoline Gallon Equivalent (GGE). Pricing shall be as set forth below provided the City uses the Clean Energy fuel cards at the dispenser. Contractor shall provide the City CNG fuel, at all Contractor fueling stations in Southern California, for City's CNG Vehicle fleet in accordance with the following pricing formula for the duration of the Agreement:

$$\begin{array}{rcccl} \$1.10 \text{ per GGE} & + & \text{Cost of Gas*} & + & \text{Applicable Taxes} \\ \text{(Compression Fee)} & & \text{(Commodity Cost)} & & \text{(Applicable Taxes)} \end{array}$$

*The Cost of Gas will be based on the Southern California Gas Company's (SoCal Gas) tariff rate for natural gas commodity (G-NGU) published monthly, converted to GGEs. Included with the commodity cost are charges from SoCal Gas such as transmission cost, regulatory fees and surcharges.

Pricing shall remain firm for the entire five (5) year Agreement term. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

2. Land Use Fee. Contractor agrees to pay the City of Irvine a land use fee of \$0.10 per GGE on all gallons purchased at the Station by non-City owned or non-City contracted vehicles. The City is not required to meet minimum fuel use volume standards to receive this land use fee. The land use fee is to be paid to the City within thirty (30) days of the conclusion of each calendar quarter.
3. Contractor Billing the City. Contractor will bill the City for total monthly sales (measured volume from POS system) less third party customer transactions at the public fuel dispenser, per GGE.
4. Payment to the Contractor. Payment to Contractor, for CNG fuel dispensed for City CNG Vehicles, will be made monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit all invoices within fifteen (15) days from the end of each month in which fuel has been provided. Contractor shall provide invoices with sufficient detail to ensure compliance as set forth in this Agreement.

5. Third Party GGE Rates. Contractor shall be solely responsible for determining in its sole and absolute discretion the rate for GGE that is provided to third party CNG vehicles at the Station.

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: _____

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	
Contracting Firm:	
Signature:	
Title:	
Address:	

Exhibit 2

INTEGRATED PEST MANAGEMENT POLICY
{Begins on next page}



Public Works Department Maintenance Operations Policies and Procedures

INTEGRATED PEST MANAGEMENT PROGRAM

PURPOSE: To establish criteria for an Integrated Pest Management (IPM) Program.

POLICY: The City of Irvine will focus on long-term prevention or suppression of pest problems with minimum impact on human health, the environment, and nontarget organisms with the limited use of pesticides in accordance with direction provided by the City Council for Parks, Fields and Playgrounds; and City-wide Pest Management Guiding Principles:

City-wide Pest Management Guiding Principles

- a. Use of organic pesticides in all City properties.
- b. Limit exposure to any pesticides where children and the general public congregate.
- c. Incorporate additional guidance on use of pesticides for city rights of way, facilities, and other properties as reflected in the staff report.
- d. Use EPA Level pesticides in a targeted manner, and only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when pests cannot be managed by other methods that we would have.

PROCEDURES:

Prevention

1. Public Works Staff shall review all new development and rehabilitation projects plans to verify compatibility with the site's environment.

Monitoring

1. The Maintenance Divisions shall hire a consultant or contractor to provide regular monitoring services for all of the City's properties.



2. The consultant or contractor shall determine if pest populations are increasing, decreasing, or staying the same and to determine when to use a control tactic.
3. The consultant or contractor shall provide monthly monitoring records which include information such as date of examination, pests found, size and extent of the infestation, location of the infestation, control options utilized, effectiveness of the control options, labor and material costs.

Non Chemical Control Measures

1. The Landscape Division shall utilize cultural controls which are modifications of normal plant care activities that reduce or prevent pests. In addition to those methods used in the pest preventions, other cultural control methods include adjusting the frequency and amount of irrigation, fertilization, and mowing height.
2. The Maintenance Divisions shall utilize mechanical control tactics involve the use of manual labor and machinery to reduce or eliminate pest problems using methods such as handpicking, physical barriers, or machinery to reduce pest abundance indirectly.
3. The Maintenance Divisions shall utilize the use of environmental manipulations that indirectly control or prevent pests by altering temperature, light, and humidity can be effective in controlling pests. Although in outdoor situations these tactics are difficult to use for most pests, they can be effective in controlling birds and mammals if their habitat can be modified such that they do not choose to live or roost in the area.
4. The Maintenance Divisions shall utilize a biological control practice which uses living organisms to reduce pest populations. These organisms are often also referred to as beneficials, natural enemies or biocontrols. They act to keep pest populations low enough to prevent significant economic damage. Biocontrols include pathogens, parasites, predators, competitive species, and antagonistic organisms. Beneficial organisms can occur naturally or can be purchased and released. The most common organisms used for biological control in landscapes are predators, parasites, pathogens and herbivores.



Pesticide Controls

Pesticides are to be utilized in a prioritized approach on City properties as follows:

Parks, Fields and Playgrounds:

When pesticides are needed, use the following prioritized approach: (1) organic pesticides; (2) Water Quality Act Allowed Pesticides; and (3) EPA Level III “caution” labeled pesticides only when deemed necessary to protect public health and economic impact by a licensed pest control adviser.

Rights of Way (Street medians/parkways) – Prioritized Use of Pesticides:

- a. Use organic pesticides first, when pesticides are needed.
- b. Use Clean Water Act allowed pesticides.
- c. EPA Level III “caution” label pesticide only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff.
- d. EPA Level II “warning” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.
- e. EPA Level I “danger” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.

Facilities/Buildings – Prioritized Use of Pesticides:

- a. Use organic pesticides first, when pesticides are needed.
- b. Use Clean Water Act allowed pesticides.
- c. Bait formulations of insecticides will be used where appropriate.
- d. EPA Level III “caution” label pesticide only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff.
- e. EPA Level II “warning” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control advisor and City staff, when other methods do not adequately control the pest.



- f. EPA Level I “danger” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.

Other City Properties – Prioritized Use of Pesticides:

- a. Use organic pesticides first, when pesticides are needed.
- b. Use Clean Water Act allowed pesticides
- c. EPA Level III “caution” label pesticide only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff.
- d. EPA Level II “warning” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest.
- e. EPA Level I “danger” label pesticides, only if deemed necessary to protect public health and economic loss by a licensed pest control adviser and City staff, when other methods do not adequately control the pest. Pesticides should only be used when other methods fail to provide adequate control of pests and just before pest populations cause an unacceptable damage, since the overuse of pesticides can cause beneficial organisms to be killed and pest resistance to develop.

Approvals and Application of Chemical Pesticides

- 1. Pesticides shall be approved by the Maintenance Division Superintendents for their area of oversight prior to use. A written recommendation of proposed pesticide, including commercial name, concentrations, allocation rates, usage and reentry time shall be prepared by a licensed California Pest Control Adviser and site specific schedule submitted for approval. No work shall begin until written approval of use is obtained and a notice of intent has been filed with the County Agricultural Commissioner’s office, as required. Copies of Safety Data Sheets and specimen labels shall be given to the City prior to pesticide use on City property.
- 2. For Facilities and Building Maintenance, the referenced responsibilities of a licensed pest control adviser presented throughout this policy are to be performed by a California State Licensed Structural Pest Control Operator.
- 3. Chemicals shall only be applied by those persons possessing a valid California Qualified Applicator license/certificate; or a Structural Pest



Control License. Application shall be in strict accordance with all governing regulations. Records of all operations shall be kept per California Department of Pesticide Regulations, or the California Structural Pest Control Board.

4. Pesticides shall be applied in a manner to avoid contamination of non-target areas. Precautionary measures shall be employed to keep the public from entering the spray zone until it is safe.
5. Posting of signs shall be required at all park facilities when any application of pesticides is performed.

Specific requirements for posting are as follows:

- Post signs at all park entrances at least 48 hours prior to spraying applications. The vendor's contact information, chemical name and application date must be listed.
- Place spray notices inside plastic page protectors. Attach them to a four-foot (4') high wooden stake. Signs must be readable 25' away from posted area.
- Leave the same signs up for 72 hours after the spraying applications are completed, then remove promptly.
- A temporary mesh fence such as orange plastic construction fencing can be erected on the perimeter of any area that is to be treated with a broadcast type application with the intent to keep people and pets off the treated area for a period of 24 hours.

Records and Reporting

Records of all pesticides used by the Contractor on City property shall be retained in accordance with Department of Pesticide Regulations. Maintenance Superintendents will keep records of all pesticide usage and the Public Works Department will provide an annual report to the City Council.



Manuel Gomez, Director of Public Works

Approved: March 2, 2016



June 2, 2016

REQUEST FOR PROPOSALS for

Installation, Operation and Maintenance of Publicly Accessible Compressed Natural Gas Fueling Station

Thank you for considering the attached Request for Proposals (RFP). If you are interested in submitting a Proposal, please follow these instructions for submissions:

Only RFP Documents downloaded from the City's website (cityofirvine.org/purchasing) shall be considered official, as the City must track RFP holders in case an addendum is issued.

Due Date and Time:

No Later than June 29, 2016 at 4:00:00 pm

NO LATE PROPOSALS WILL BE ACCEPTED.

RFP Number:

16-1046

This RFP number must be clearly marked on the outside of the envelope containing one (1) original and three (3) copies of the proposal. The original proposal must be unbound.

Submit Proposal to:

By mail:

City of Irvine
Purchasing Agent
P.O. Box 19575
Irvine, CA 92623-9575

Overnight or hand delivery:

City of Irvine
c/o Receptionist for Purchasing Agent
1 Civic Center Plaza
Irvine, CA 92606-5208

Any requests for clarification or other questions concerning this RFP must be submitted in writing and sent via email to Julie Bott with a copy to Brian D. Brown (as shown below) no later than June 21, 2016 at 4:00 p.m.

Julie Bott, Management Analyst
jbott@cityofirvine.org

Brian D. Brown, Senior Buyer
bbrown@cityofirvine.org

The City of Irvine reserves the right to reject any or all Proposals, to waive any informality in any Proposal, and to select the Proposal that best meets the City's needs.

**REQUEST FOR PROPOSALS
FOR
INSTALLATION, OPERATION AND MAINTENANCE OF
PUBLICLY ACCESSIBLE COMPRESSED NATURAL GAS
FUELING STATION**

Dear Proposers:

The City of Irvine (hereinafter referred to as the “City”) is requesting proposals to establish a contract for Installation, Operation and Maintenance of Publicly Accessible Compressed Natural Gas Fueling Station, with work to commence on or about October 1, 2016 and be completed on or about March 31, 2021.

Proposals must be submitted to the Purchasing Agent, City of Irvine, no later than the date and time stated on this RFP cover sheet. Proposals shall be reviewed and rated on the basis of the selection criteria indicated in the “SELECTION PROCESS” section of this RFP. The City will then determine which proposal best meets the City’s requirements.

If hand delivered to the Civic Center, proposals shall be submitted to the Receptionist for the Purchasing Agent at the Reception Desk located on the first floor. Proposals shall be submitted in sealed envelopes marked on the outside, **“Installation Operation and Maintenance of Publicly Accessible Compressed Natural Gas Fueling Station, RFP No. 16-1046”** (Please see cover sheet for additional submittal information.)

LATE PROPOSALS WILL NOT BE ACCEPTED

The City reserves the right to reject any or all proposals, to waive any informality in any proposal and to select the proposal that best meets the City’s needs.

MINIMUM QUALIFICATIONS REQUIRED FOR PROPOSAL SUBMITTAL

Firms who fail to meet the minimum qualifications set forth below should not submit a proposal; any such proposal shall be deemed non-responsive and not be considered.

- 1) Minimum three (3) most recent years of experience performing similar services as those detailed in the Scope of Services section of this RFP.
- 2) Proposer’s firm must be registered with the Department of Industrial Relations at the time of submitting a proposal.
- 3) Proposer shall possess the adequate financial capacity to perform the services, as evidenced by the submitted financial statements as required herein.

4) Proposer shall have a valid California Contractor License A.

OVERVIEW AND SCOPE OF WORK

This Request for Proposals is for Operation and Maintenance of Publicly Accessible Compressed Natural Gas Fueling Station as set forth in ATTACHMENT I.

TERMS AND CONDITIONS

The agreement for the services described herein shall be negotiated with the highest-rated firm and will include the City's legal terms and conditions as well as the City's insurance requirements and indemnification terms set forth in ATTACHMENT I. Failure to come to agreement on a final contract with the selected firm shall give cause for the City to negotiate with the next highest rated firm.

ORGANIZATION OF PROPOSAL

If your proposal does not include all of the items below, it may be deemed non-responsive. The proposal will be evaluated by the City and shall include, at a minimum, the following information:

- **BUSINESS INFORMATION**

State the full legal name of your firm, including the state of incorporation if applicable. Include your address, phone number, fax number and email address. State the number of years your firm has been doing business. List the names of principals or officers authorized to bind your firm, including position titles.

- **EXPERIENCE / QUALIFICATIONS INFORMATION**

Provide information concerning your firm's experience and qualifications directly related to the services set forth herein. Define the experience of the proposed Project Manager, and other key personnel (and sub-consultants if applicable) who would be assigned to perform the services. (The designated Project Manager shall be the primary contact with the City during the contract period.) Provide resumes for the Project Manager, other key personnel, and sub-consultants if applicable.

- **PROJECT APPROACH / METHODOLOGY**

Provide a detailed description of your proposed methodology/project approach based on your understanding of the Scope of Services (Attachment 1).

- **REFERENCES**

Provide a minimum of three (3) references for similar work that your firm has provided within the last three (3) years. Include a detailed description of the services, the agency or firm names, contact names and phone numbers, and

dates of services performed.

- **FINANCIAL STATEMENTS**

Proposer must submit in a separate sealed envelope, one (1) copy of the most recent CPA firm-audited (or CPA firm-reviewed) annual financial statements; however, in lieu of financial statements, a company tax return (or Schedule C if a sole proprietorship), may be submitted. Please blackout any personal information such as a social security number on the documents. Financial statements or tax returns must be placed in a separate sealed envelope marked "Confidential, **BID No. 16-1046**" along with your firm's name and be included with the Bid Submittal Documents. The financial statements/tax returns will not be considered a public record, and will remain confidential. **Failure to provide this information may result in disqualification.**

- **PRICING PROPOSAL**

Contractor shall pay the City of Irvine a land use fee. Such fee shall be based on the amount of gasoline gallon equivalent (GGE) of CNG sold at the fueling facility to non-City vehicles. As part of this proposal, Contractor shall propose the amount per GGE that will be paid to the City.

Contractor shall provide a preferred price for GGE of CNG for City vehicles at all Contractor's fueling stations throughout Southern California. As part of this proposal, Contractor shall propose the formula as to how the preferred price will be calculated, including any escalators that may be necessary during the term of this contract.

- **BOND REQUIREMENTS**

If the contract is awarded for a proposal which involves physical construction on City-owned property, the Contractor shall be required to provide payment and performance bonds from a surety acceptable to the City relating to that construction.

- **SIGNATURE**

The proposal shall be signed by an official authorized to bind the firm, including his or her printed name and title, and shall contain a statement to the effect that the proposal is valid for ninety (90) days.

SELECTION PROCESS

The contract award will be made after selection of one (1) respondent's proposal from among all respondents with implementation of services to follow. However, this RFP does not indicate a commitment by the City to award a contract to any successful respondent. An award of contract is estimated to occur within approximately ninety (90)

days after receipt of proposals. The City intends to evaluate the proposed services based upon the data presented in response to the RFP. The following general selection criteria will be used to evaluate each consultant firm:

1. Experience and qualifications of firm and designated project management staff, other key personnel, and sub-consultants, if applicable. Proposer shall provide detailed summaries of a minimum of three (3) current and/or past [within the past three (3) years] client reference in which like services have been successfully performed by the Proposer. (25%)
2. Methodology/Project Approach: Proposer shall provide detailed design, project implementation plan and schedule in its totality, including proposed method for changing service providers, if applicable; to be evaluated based on the demonstration of the Proposer's understanding of the project scope and specifications as it relates to the general requirements and technical requirements; and sample documentation highlighting the implementation plan and how the project would be executed and overall quality. Proposer's proposed contract term limits shall also be evaluated. (25%)
3. Compensation and Cost of Fuel: Evaluation shall be based on the cost benefit to the City for the pricing components to this proposal:
 - Proposed land use fee to be paid to the City of Irvine.
 - Preferred price per GGE of CNG offered to City vehicles.Overall evaluation shall be a combination of the two components as they relate to the City's overall best interest. (25%)
4. Alternate CNG fueling locations: Proposers shall provide the other locations available for City vehicle's alternate use within the County of Orange. Locations shall be evaluated based on distance from the Operation Support Facility (located at 6427 Oak Canyon, Irvine, CA) and days and hours facilities are available for City vehicles. Price per GGE of CNG shall be the same price for all City vehicles for all network locations. (20%)
5. Proposed Maintenance and service plan for reoccurring maintenance and support of the facility including response times and services offered. (5%).

The City reserves the right to conduct interviews with the highest rated firm(s), and to negotiate final pricing with the most qualified proposer.

The City reserves the right to reject any or all Proposals, to waive any informality in any Proposal, and to select the Proposal that best meets the City's needs.

GENERAL INFORMATION

Any costs incurred in the preparation of a proposal, presentation to the City, travel in conjunction with such presentations, or samples of items shall be the responsibility of

the respondent. The City assumes no responsibility and no liability for costs incurred by respondents prior to issuance of a contract or purchase order.

The proposer shall furnish the City with such additional information as the City may reasonably require.

Any questions or requests for clarification must be submitted in writing and sent via email as set forth on the cover sheet of this RFP.

All data, documents and other products used or developed during performance of the services will remain the property of the City upon completion of the services.

One (1) original and three (3) copies of the completed proposal must be enclosed in a sealed envelope and addressed as stated on the cover sheet. The original proposal must be unbound. Sealed envelopes must be marked with, "Operation and Maintenance of Publicly Accessible Compressed Natural Gas Fueling Station, RFP No. 16-1046"

Sincerely,

Brian D. Brown
Senior Buyer

Attachments

ATTACHMENT I

OPERATION AND MAINTENANCE OF PUBLICLY ACCESSIBLE COMPRESSED NATURAL GAS FUELING STATION

SCOPE OF SERVICES

Contractor shall perform the services as set forth below. Proposals should be organized in a manner that easy to follow and in the same order as this scope of services.

GENERAL REQUIREMENTS

Contractor shall provide a turn-key operation that includes the general requirements as listed below:

1. Contractor shall furnish, operate and maintain a turn-key compressed natural gas fueling station at no cost to the City.
2. Contractor shall manage all tasks required to install or bring up to date, a fully functioning compressed natural gas (CNG) fueling station at no cost no cost to the City. This may include, but not be limited to:
 - a. Drafting and approval of project plans and specifications
 - b. Any necessary permits or other fees required to compete this project
 - c. Purchase of material or equipment necessary to meet the requirements of this proposal
3. Contractor shall provide sufficient supply of compressed natural gas to fuel all City vehicles as well as private vehicles. This shall include, but not be limited to, two separate CNG compressors running alternatively so as to avoid any interruption of fueling. Future expansion of facility may be required to continue to fit these needs.
4. Contractor shall manage all billing and point-of-sale transactions for fuel purchases by non-City vehicles.
5. In the event the fueling station must go off-line for maintenance, Contractor shall ensure that their secondary compressor can accommodate fueling needs for City vehicles in order to not interfere with normal daily operations and vehicle usage and to ensure service is not interrupted during normal business hours of 6:00 a.m. and 6:00 p.m.
6. Contractor shall be responsible for maintaining a clean and tidy fuel island and equipment and shall ensure all parts are working at all times. This includes

remove of stickers or graffiti and removal of any surrounding debris. As part of this proposal, Contractors shall provide an outline of the maintenance and cleaning schedule proposed for the fueling facility.

7. Contractor shall provide a portable restroom on site for its customers and must ensure it is clean and well-kept and it in good working condition. At a minimum, the restroom facility shall include a toilet, sink, soap, toilet paper and paper towels and shall be serviced at least once a week.
8. Contractor shall provide Emergency Response services 24 hours a day, including emergency contract name and phone number. 7 days a week and 365 days per year. Emergency Response shall be provided within one (1) hour of being contacted by the City.
9. The fueling facility shall be available to City vehicles and private vehicles 24 hours a day, 7 days a week, and 365 days per year.

TECHNICAL REQUIREMENTS

1. All electrical use shall be on separate and dedicated electrical service (separate from the City electrical service), and the Contractor shall be responsible for all electrical costs. Contractor shall be responsible for the cost of all meter connections, installations, equipment installations and service fees as they relate to the Contractor's electrical services.
2. The contractor shall be responsible to provide and maintain an electrical transfer switch to utilize the City's generator in times of power outages.
3. Fuel storage capacity shall be sufficiently adequate enough to provide for all City vehicles as well as all third party vehicles utilizing the facility.
4. Contractor shall provide an alternating compressor system set up allowing for the use of compressors to alternate back and forth in order to allow an always ready compressor. In the event of a failure of one compressor or if a compressor is down for maintenance, the alternate compressor shall be equipped to handle all the fueling needs.

PROJECT IMPLEMENTATION PLAN

1. Proposals shall include detailed plans of the proposed transition, if applicable, from the existing service provider to the new service provider. Such plan shall include, but not be limited to, the plan to get the new or updated facility installed, and how the service provider will ensure there is uninterrupted service for City vehicles during any transition and or downtime. A detailed timeline of the project from start to finish shall also be included.

COMPENSATION AND COST OF FUEL

1. Contractor shall pay the City of Irvine a land use fee. Such fee shall be based on the amount of gasoline gallon equivalent (GGE) of CNG sold at the fueling facility to non-City vehicles. As part of this proposal, Contractor shall propose the amount per GGE that will be paid to the City.
 - a. An example could be: Contractor pays the City \$0.07 per GGE sold to non-City vehicles.
2. If, in the event Contractor needs to utilize the City's back-up emergency generator in times of power failure, the City shall be compensated based on the amount of GGE that was sold during the time of the City's generator use. As part of this proposal, Contractor shall propose the formula as to how the rate of compensation will be calculated.
 - a. An example could be: the City is reimbursed \$0.15 per GGE sold during the use of the City's back-up emergency generator.
3. Contractor shall provide a preferred price for GGE CNG for City vehicles at all Contractor's fueling stations throughout Southern California. As part of this proposal, Contractor shall propose the formula as to how the preferred price will be calculated, including any escalators that may be necessary during the lifetime of this contract.
 - a. An example could be: \$1.00 per GGE + Cost of Gas + Applicable Taxes
 - b. The price offered to the City shall be the lowest GGE price offered by the Contractor to any other public agencies in Orange County.
 - c. Contractor shall propose to the City as to whether or not this formula shall be for the life of the contract, or if certain escalators will be included.
4. Contractor shall provide a recommendation on how the City will be invoiced for CNG consumption for City vehicles. Contractor shall also provide a recommendation on how the City will receive the land use payments on a regular bases.
5. Contractor shall be solely responsible for determining the rate for GGE that is provided to third party vehicles.

REPORTING REQUIREMENTS

1. Contractor shall submit monthly reports to the City containing the following information:
 - a. Total number of transactions at the facility for the previous month
 - b. Total GGE of CNG dispensed through the facility
 - c. Total GGE of CNG dispensed to City vehicles
 - d. Southern California Gas Company's Delivered Cost of Gas per GGE for previous month
 - e. Scheduled maintenance activity for previous month
 - f. Non-Scheduled/Emergency Repairs for Previous Month

Reports shall be emailed or mailed to:

Fleet Services Superintendent
City of Irvine, Public Works
P.O. Box 19575
Irvine, CA 92623-9575
csmith@cityofirvine.org

INSURANCE AND INDEMNIFICATION REQUIREMENTS

The insurance requirements for this contract may vary depending on the awarded scope of work. However, the likely requirements shall be:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder’s Risk** (Course of Construction – if new island being built) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

INDEMNIFICATION

To the maximum extent permitted by law, Contractor shall hold harmless, indemnify, and defend the City of Irvine their representatives and each of their officers, employees, and agents from and against any and all actions, suits, claims, demands, judgments, attorney's

fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of Agency, whether or not there is concurrent active or passive negligence on the part of Agency and/or Agency Personnel, but excluding such claims or liabilities arising from the active negligence or willful misconduct of Agency or Agency Personnel. In connection therewith:

- a) Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.
- b) Contractor shall promptly pay any judgment rendered against Agency or any Agency Personnel for any such claims or liabilities.
- c) In the event Agency and/or any Agency Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Contractor, Contractor shall pay to Agency any and all costs and expenses incurred by Agency or Agency Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees. So much of the money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the Agency may be retained by the Agency until disposition has been made of such actions or claims for damages as aforesaid.

TERM

1. The City's desired term is five (5) years. Alternative term periods will be considered by the City. Proposals for alternative term periods must include detailed information supporting the reason for the proposed different term period (i.e. cost recovery, return on investment, etc.).

City of Irvine

RFP 16-1046: Installation,
Operation and Maintenance of
Accessible CNG Station

Jack Hogan

Business Development Manager

(949) 437 1000

jack.hogan@cleanenergyfuels.com

4675 MacArthur Court, Suite 800

Newport Beach, CA 92660

www.CleanEnergyFuels.com

June 29, 2016

COPY 2





June 29, 2016

Brian D. Brown
Senior Buyer
1 Civic Center Plaza
Irvine, CA 92606-5208

Re: RFP 16-1046 for CNG Fuel Pricing Discount Agreement

Dear Mr. Brown:

The enclosed proposal responds to your RFP for continued operations and maintenance at your public access CNG station. The City of Irvine (City) already enjoys the cost savings, cleaner air, and overall public support from your existing CNG program. Clean Energy is pleased to have provided CNG fuel for your fleet vehicles since 1997 at the Operations Support Facility located at 6427 Oak Canyon.

We welcome the opportunity to continue our partnership with the City. Our experience with your operations is difficult to replicate and demonstrates how we meet your minimum qualifications. Clean Energy has accomplished the following:

1. We have demonstrated a minimum of three years of experience performing the SAME services as detailed in the scope of work
2. Clean Energy is currently registered with the Department of Industrial Relations
3. Clean Energy has the adequate financial capacity to perform the services detailed in the scope of work.
4. Clean Energy has a valid California Contractor License A.

I, Peter J. Grace, am authorized to contractually obligate Clean Energy. This proposal is valid for 90 days.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter J. Grace".

Peter J. Grace
Senior Vice President, Sales & Finance



June 29, 2016

Brian D. Brown
Senior Buyer
1 Civic Center Plaza
Irvine, CA 92606-5208

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I, Peter J. Grace, am authorized to contractually obligate Clean Energy. This proposal is valid for 90 days.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter J. Grace", written over a white rectangular area.

Peter J. Grace
Senior Vice President, Sales & Finance

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1. Business Information

Corporate Officers		
Name	Position	Years with Corporation
Andrew J. Littlefair	President & CEO	19
Robert M. Vreeland	CFO	3
Peter J. Grace	Senior Vice President, Sales & Finance	10
Mitchell W. Pratt	COO & Corporate Secretary	14
Barclay F. Corbus	Senior Vice President, Strategic Development	8

Clean Energy, incorporated in the state of California in 1996
4675 MacArthur Court, Suite 800, Newport Beach, CA 92660
Phone: (949) 437-1000 | Fax: (949) 724-1397



2. Experience and Qualifications

Clean Energy is the leading provider of natural gas for transportation in North America, both in number of stations and gallons sold per year. Our services include supplying CNG and LNG fuel, designing, building, operating and maintaining time-fill and fast-fill CNG, LNG and CNG/LNG combination fueling stations. In addition, we have a specialized CNG Facilities Modification Services group, and we own Clean Energy Compression (a compressor manufacturer, formerly referred to as IMW) and Clean Energy Renewable Fuels (a renewable natural gas company). The table below lists our officers and corporate headquarters.

We have more than 19 years' experience developing and implementing as a CNG fuel provider. Today we own, operate or supply 545 natural gas fueling stations serving both private fleets and the public at locations in 43 states and Canada, including the CNG station at the City of Irvine, which provides renewable natural gas to the community.

We serve 900+ fleet customers that operate more than 40,000 NGVs, including 7,700 transit buses, 2,000 taxis, 4,200 shuttles, 9,600 refuse trucks and 2,900 heavy-duty trucks.

Clean Energy has a team of project managers in our engineering department that are available for major capital expenditures. Due to the fact that our approach consists of using our existing CNG station, we will not assign a project manager for the construction of the station. Instead, Clean Energy has listed our operations and contract team members that have been maintaining the existing station.

- Chris Gate, Director of Operations
- Joe Almeida, Operations Supervisor – Day Shift (resume attached in Appendix 1)



-
- Jose Armas, Operations Supervisor – Night Shift
(resume attached in Appendix 1)
 - Jack Hogan, Business Development Manager
(resume attached in Appendix 1)
 - Steve McCarthy, Regional Manager – Fleet
Services



3. Methodology/Project Approach

We understand the City's CNG fleet, and those (i.e. Sunset Property Services, CR&R, Durham School Services, MV Transportation) who your station serves locally, cannot miss roll-out for any reason. With this in mind, Clean Energy has spent the last 20 years developing our all-inclusive operation and maintenance (O&M) program. This program (called Sentinel) shifts overall risk for day-to-day operation and maintenance of the CNG station to us. This is the current level of service that Clean Energy has provided the City's station since 1997.

Our proposed O&M program covers all manufacturer-recommended maintenance and repairs including parts labor. It is truly a bumper-to-bumper coverage program for your CNG station.

Powered by our Supervisory Control and Data Acquisition (SCADA) software, we offer the most technologically advanced program in the industry.

Rapid Evaluation and Response

We will professionally manage the daily operations of the City's station. When the Sentinel system encounters a problem or experiences a fault or alarm, the station will automatically contact our rapid evaluation and response team. The system is detailed as follows:

Remote Monitoring & Live Operators

The Sentinel remote monitoring system actively monitors 100+ components at the station that can trigger an alarm. These alarms are calibrated to immediately alert Clean Energy service staff and customers to potentially dangerous scenarios before they occur, minimizing emergencies and avoiding major equipment damage or station shutdowns. In addition, our software captures critical data at each site, such as current weather conditions, discharge gas pressure, cylinder pressure



and temperature, storage fill, and compressor status, to name a few.

Customers' station data is also directed to Clean Energy's operations center located in Newport Beach, California and staffed by 20 in-house personnel 24/7/365. Once a fault is detected, our remote personnel will immediately evaluate the situation and determine the correct response. If a problem cannot be resolved remotely, or involves any form of safety risk or emergency alarm, a technician will be dispatched immediately.

Local Support

Unlike many companies in the CNG industry, Clean Energy does not subcontract maintenance work. We will support the City with two of our 25 Southern California-based Clean Energy service technicians. See Appendix 1 for resumes of our proposed project team.

Spare Parts Warehouse & Inventory

By choosing Clean Energy, the City will have access to the largest inventory of spare parts in the natural gas fueling industry. Our current North American spare parts inventory is valued at over \$12.5 million. The scheduled and emergency repair parts strategy for the City will consist of stocking all critical parts and consumables on-site, in our service vehicle or at a regional warehouse in Carson, CA. With close proximity to all spare parts needs, the City's CNG fleet will roll-out every day.

Field Services Automation (FSA) Software

To give our Operations Center and service technicians the necessary information to respond to your needs quickly, we use our Field Services Automation (FSA) database and Microsoft Dynamics AX Inventory Management System. These tools give our team accurate, real-time maintenance records for every Clean Energy-maintained station.



Using wireless, hand-held computers, our service technicians can determine whether your station components are operating at desired levels. Among other things, they can view maintenance items, equipment temperatures, pressures and oil levels, and parts inventory.



4. References

Customer References

City of Torrance, California (2009 – present)

Station: CNG

Services: Design, Build, Operate, Maintain

Reference: Brian K. Sunshine, Asst. to the City Manager

Phone: (310) 618-5887

Email: bsunshine@torranceca.gov

Address: 3031 Torrance Blvd, Torrance, CA 90503

City of Irvine, California (1997 – present)

Station: CNG

Services: Operate, Maintain

Reference: Curtis Smith, Fleet Service Superintendent

Phone: (949) 724-7762

Email: cusmith@ci.irvine.ca.us

Address: 6427 Oak Canyon, Irvine, CA 92618-5202

UCSD (2009 – present)

Station: CNG

Services: Design, Build, Operate, Maintain

Reference: Jim Ruby, Director of Fleet Services

Phone: (858) 534-8848

Email: jruby@ucsd.edu

Address: 9500 Gilman Drive

La Jolla, San Diego, CA 92093



5. Pricing Proposal

Under the current agreement between the City and Clean Energy, the City's fuel price per gasoline gallon equivalent (GGE) is calculated monthly. We propose to continue this familiar pricing structure, as follows:

Price per GGE = Compression Fee + Commodity Cost + Applicable Taxes

- **Compression Fee:** The City will be assessed \$1.10 per GGE. This fee includes the cost of electricity. The compression fee will increase annually as calculated by the percentage increase in the Consumer Price Index (CPI – U) for All Urban Consumers.
- **Commodity Cost:** Clean Energy will use the SoCal Gas Tariff Charge as published each month in the Schedule G-NGU applicable to the month of said billing, converted to GGE as the unit of measurement. Included with the commodity cost to the City are charges from SoCal Gas such as transmission cost, regulatory fees, and surcharges.

Our offer includes annual one-year automatic renewals under the same terms and conditions unless either party notifies the other within 180 days of contract expiration.

Renewable Natural Gas (RNG)

Selecting Clean Energy as your CNG provider comes with a number of benefits including access to renewable natural gas (RNG), no disruptions to your current fueling operations, and preferred pricing at all Clean Energy public access stations throughout Southern California.

Clean Energy currently provides the City with RNG, which is biomethane derived from landfills and wastewater plants. Redeem by Clean Energy is one of the cleanest commercially available alternative fuel today. It provides approximately 75% reduction in carbon



intensity. A number of municipalities in California partner with Clean Energy to utilize Redeem for compliance with AB32 standards and AQMD guidelines.

Transactions & Reporting

In the past year, Clean Energy processed more than 5,700 transactions for the City at Clean Energy stations in Southern California, with a majority occurring at the Operations Support Facility station owned and operated by Clean Energy. **Upon award, the City can continue to utilize your Clean Energy fuel cards to fuel at any station in our network for the same preferential price stated on the previous page.**

Tracking your transactions in the Clean Energy point-of-sale system enables us to track and report the use of fuel by vehicle or driver. We will provide a detailed monthly report of this data to the City that will clearly indicate all of the conversion factors. Reports include information such as:

- Total volume of fuel dispensed monthly, quarterly, annually
- Total transactions monthly, quarterly, annually
- Vehicle/User ID
- Time/date of transaction



6. Alternate CNG Fueling Locations

We are pleased to offer continued service to the City from the Operations Support Facility location where Clean Energy has owned the CNG equipment since 1997. The table and map below detail Clean Energy's proposed local fueling locations for the City's fleet.

All of Clean Energy's public access CNG stations are open 24/7 for customer fueling. Because we operate the largest network of public access natural gas fueling stations in North America, Clean Energy provides station redundancy for your fueling operations. In the unlikely event that your primary fueling location is out of service, your fleet will still rollout every day because you have access to any Clean Energy fueling station at the same preferential price.

Clean Energy's Proposed Fueling Locations		
6427 Oak Canyon Road Irvine, CA City of Irvine, Operations Support Facility	0 miles	24/7
3210 Maple Street Santa Ana, CA SoCal Gas Base	7.2 miles	24/7
26571 Junipero Serra Road San Juan Capistrano, CA Shell Station	13.7 miles	24/7



Appendix 1 – Resumes



City of Irvine
RFP 16-1046: Installation, Operation and Maintenance of Accessible CNG Station



Professional Profile

Mr. Almeida is responsible for overseeing all preventive, scheduled, and non-scheduled maintenance and repair services at Clean Energy's CNG fueling stations throughout Southern California and Arizona. He is an experienced operations leader with more than 21 years of experience. In addition to his supervision duties, Mr. Almeida provides basic CNG equipment and safety familiarization for first-time CNG users, or maintenance training for our customer's maintenance staff. Additionally, he supports Clean Energy's in-house training programs by providing in-the-field training for our all technicians which ensures that our customers will have access to a team of highly-skilled maintenance technicians.

Professional Experience

Operations Supervisor

Clean Energy, 2008-Present

Supervisor

Hayes Lemmerz, 1993-2008

Relevant Project Experience

Oversight of maintenance activities and technicians at the following CNG stations in the greater Los Angeles area including:

- Los Angeles County Sanitation Districts: Whittier & Carson, CA
- LACMTA: Chatsworth, El Monte, Gardena, Los Angeles, Sun Valley, West Hollywood, CA
- Allied Waste/Republic Services: Gardena, CA
- Aviation CNG: Inglewood, CA
- Burrtec Waste Industries: Fontana, CA
- City of Commerce: Commerce, CA (LCNG)
- Foothill Transit: Pomona, CA
- Long Beach Transit: Long Beach, CA

Service Operations Experience

8+ Years

Areas of Expertise

Municipal
Transit
Refuse

Licensing/Certifications/Training

Ariel Training School
OSHA 30-Hour Construction
First Aid/CPR
Heat Stress
Defensive Driving

In-the-Field Compressor Experience:

Ariel/ANGI, Gemini, Greenfield and
Clean Energy Compression

Management, Mechanical and
Electrical Courses: Dale Carnegie –
Supervisor and Manager, Hayes
Lemmerz – Safety and Ergonomics –
Operational Excellence, Hayes
Lemmerz – Production System
Workshop, Allen-Bradley SLC PLC
training, Paul Monroe – Basic
Hydraulics, Cincinnati Mechanical
Maintenance, Mori Seiki Electrical,
Fadal Mechanical/Electrical,
Okuma Mechanical Maintenance

Professional Profile

Mr. Armas is responsible for overseeing all preventive, scheduled, and non-scheduled maintenance and repair services at over 240 of Clean Energy’s LNG, CNG LCNG fueling stations in Southern California. In addition to his supervision duties, Mr. Armas provides basic CNG equipment and safety familiarization for first-time CNG users, or maintenance training for our customer’s maintenance staff. Additionally, he supports Clean Energy’s in-house training programs by providing in-the-field training for all our technicians which ensures that our customers will have access to a team of highly-skilled maintenance technicians.

Professional Experience

Operations Supervisor

Clean Energy, 2015-Present

LNG Project Manager

Cryostar, 2011-2015

Senior Application Technician

Linde LLC, 2003-2011

Relevant Project Experience

LACMTA, Los Angeles, CA

Facility type: CNG, Fast fill of 200+ public buses

Scope of Work: Supervise all service activities and meet with Site Supervisors to ensure fill targets are met.

City of Ontario, Ontario, CA

Facility type: CNG, time-fill station for 80+ refuse trucks

Scope of Work: Supervise all service activities and meet with Site Supervisors to ensure fill targets are met.

Anaheim Resort Transportation, Anaheim, CA

Facility type: LNG, fill station for 60+ public buses

Scope of Work: Supervise all service activities and meet with Site Supervisors to ensure fill targets are met.

Service Operations Experience

Over 30 years industrial systems experience with 13 years specific to cryogenic systems to included LNG,CNG,LCNG, Nitrogen, Argon and Carbon Dioxide (CO₂) applications.

Education

Electronic trade school in 1977

Areas of Expertise

Municipal

Transit

Refuse

Cryogenic Principles

HAZOP Reviews

Licensing/Certifications/Training

CE01 and CE02 and LNG courses (Clean Energy)

Cryogenic training to include Liquid Nitrogen, LNG, LCNG, Argon, Oxygen and Carbon Dioxide CO₂ (LINDE LLC)

Professional Profile

Mr. Hogan has more than a decade of experience in business development, and currently is a Business Development Manager in Clean Energy's Fleet Services Division. Mr. Hogan oversees the sale of fuel at a handful of stations in Southern California including City of Irvine and and the remaining public fueling sites in Orange County. Prior to Clean Energy, he was a Project Manager at Clean Water Technology, handling sales of wastewater treatment solutions for large industrial food processors.

Professional Experience

Business Development Manager
Clean Energy, 2016-Present

Account Manager
Clean Energy, 2013-2016

Project Manager
Clean Water Technology, Inc., 2009-2013

Senior Vice President
Lee & Associates – Newport Beach, Inc., 1999-2009

Relevant Project Experience

University of California, San Diego | La Jolla, CA
Facility type: Public, fast-fill CNG fueling station for transit buses, trash trucks, fleet vehicles
Scope of work: Dual Compressor fast-fill CNG fueling facility.

City of Chula Vista | Chula Vista, CA
Facility type: Public, fast-fill CNG fueling station for service vehicles, trash trucks, fleet vehicles
Scope of work: Dual Compressor fast-fill CNG fueling facility.

City of Newport Beach | Newport Beach, CA
Facility type: Public, fast-fill CNG fueling station for service vehicles, trash trucks, fleet vehicles
Scope of work: Single Compressor fast-fill CNG fueling facility.

Natural Gas Experience
3 Years

Education
University of Colorado at Boulder,
MBA, Management, 1999

Areas of Expertise
Municipal
Airport
School Districts
Fleet Services

PROPOSAL RATING SUMMARY

RFP 16-1046

**Project Name: Installation, Operation and
Maintennace of CNG Fueling Station**

Phase I - Proposal Review

Selection Criteria Percentages Must Match RFP	Clean Energy		
	Rater 1	Rater 2	Rater 3
1. Experience and Qualifications (25%)	2.50	2.25	2.50
2. Metholdology/Project Approach (25%)	2.50	2.25	1.75
3. Compensation and Cost of Fuel (25%)	2.50	2.50	2.50
4. Alternate CNG Fueling Locations (20%)	2.00	1.60	2.00
5. Proposed Maintenance and Service Plan (5%)	0.50	0.40	0.35
	10.00	9.00	9.10
PHASE I SCORE	Average 9.37		

Phase II - for Top Rated Firm(s)

Selection Criteria	Proposer 1		
	Ref. 1	Ref. 2	Ref. 3
1. Weighted References Score (15%)	9.00	8.00	9.00
PHASE II SCORE	Average 8.67		
TOTAL PHASE I & PHASE II SCORES	Score 18.03		

Phase III - for Top Rated Firm(s)

Selection Criteria	Proposer 1		
	Rater 1	Rater 2	Rater 3
1. Interview (OPTIONAL) (add 10%)	0.00	0.00	0.00
PHASE III SCORE	Average		
GRAND TOTAL AVERAGE SCORES	Score 18.03		

3.11



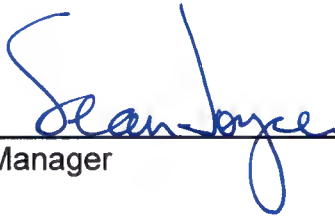
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: JOINT USE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR UNDERGROUNDING OVERHEAD ELECTRICAL FACILITIES ON JAMBOREE ROAD



Director of Public Works



City Manager

RECOMMENDED ACTION

Authorize the Mayor to execute a Joint Use Agreement with Southern California Edison for the conversion of electrical facilities from overhead to underground on Jamboree Road in the vicinity of Dupont Drive.

EXECUTIVE SUMMARY

The proposed Joint Use Agreement (JUA) facilitates the construction activity underway for The Boardwalk office development project in the Irvine Business Complex at Jamboree and Dupont. The developer, Boardwalk Office Associates, is required to underground the existing overhead electrical facilities owned and maintained by Southern California Edison (SCE). The proposed agreement relocates an existing SCE easement from the public sidewalk area into the Jamboree Road public right-of-way, as depicted in Attachment 2. The agreement (Attachment 3) was prepared in consultation with the City Attorney's Office and SCE and is presented for consideration by the City Council.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

Boardwalk Office Associates is developing an office complex, The Boardwalk, on the northwest corner of Jamboree Road and Dupont Drive in the Irvine Business Complex. The developer is required to convert SCE's existing overhead power lines to underground facilities along its property frontage on Jamboree. SCE owns and maintains an easement area with overhead electrical facilities within the public sidewalk along the west side of Jamboree Road generally between Michelson Drive and Dupont Drive. To facilitate the proposed conversion, the existing SCE easement area will be

relocated to a new easement within the Jamboree Road public right-of-way travel lanes as shown in Attachment 2.

The proposed JUA was prepared in consultation with the City Attorney and SCE to facilitate the easement relocation. Under the terms of this proposed agreement, SCE's existing easement rights will be transferred to the proposed new alignment within Jamboree Road. Subsequent to the power line undergrounding, the existing SCE easement within the public sidewalk area will be quitclaimed by SCE.

ALTERNATIVES CONSIDERED

The City Council can direct staff to explore alternative locations with the developer for the proposed public right-of-way easement or can require the developer to keep the existing overhead power lines in place and incorporate the same into its development plans. These alternatives are not recommended because the proposed conversion of the electrical facilities is consistent with the City's development standards requiring utilities to be placed underground when feasible, and the proposed undergrounding will enhance safety and aesthetics along this segment of Jamboree Road.

A similar easement relocation was approved by the City Council in May 2016 for the Central Park West development at Jamboree Road and Michelson Drive. The Garden Communities project located immediately south of Dupont Drive has also been conditioned by the City to underground the overhead power lines adjacent to its development and will require a similar easement consideration.

FINANCIAL IMPACT

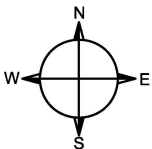
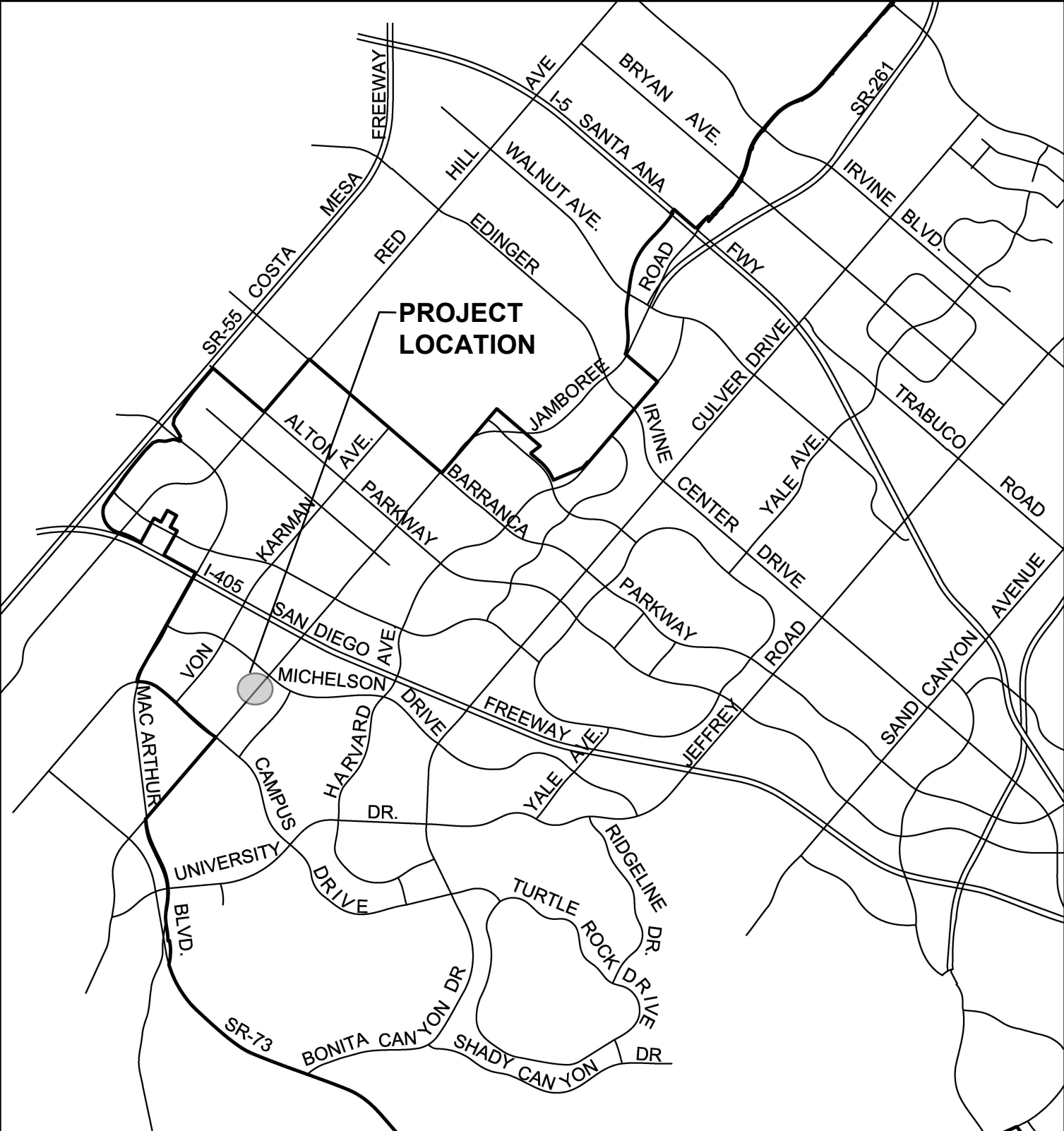
The City's administrative cost for processing the agreement and reviewing the street improvement plans to facilitate the undergrounding is offset by developer fees paid by the property owner, Boardwalk Office Associates. The costs for undergrounding the SCE power lines will also be paid by the property owner as part of its development project. No City funds will be expended on this project.

REPORT PREPARED BY Andrew Pham, Senior Civil Engineer

ATTACHMENTS

1. Vicinity Map
2. Site Map
3. Joint Use Agreement

JOINT USE AGREEMENT



VICINITY MAP




JOINT USE AGREEMENT

LEGEND

 PROPOSED JUA AREA

 EXISTING EASEMENT
AREA TO BE
QUITCLAIMED

 EXISTING
POWER LINE

EXISTING
OVERHEAD
POWER LINE
EASEMENT
AREA

BOARDWALK
OFFICE
ASSOCIATES

FUTURE
CONVERSION

FUTURE
CONVERSION

UNDERGROUND
CONVERSION
BY CENTRAL
PARK WEST

UNDERGROUND
CONVERSION
BY GARDEN
COMMUNITIES

PROPOSED
UNDERGROUND
FACILITIES JUA
AREA

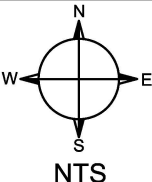
TELLER AVE.

DUPONT DR.

PALATINE

JAMBOREE ROAD

MICHELSON DR.



SITE MAP



RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY- 2ND FLOOR
POMONA, CA 91768
ATTN: TITLE & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RP File No. JUA203265145
Serial No. 71356A
Affects SCE DOC. 95407
Service Order: 801417626

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF IRVINE, a municipal corporation of the State of California, hereinafter called "City",

W I T N E S S E T H:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

That certain Grant of Easement recorded June 19, 1947 as Instrument No. 25850, in Book 1522, Page 527 of Official Records, in the Office of the Orange County Recorder, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Jamboree Road in said City, County of Orange, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit B" and hereby made a part hereof which said highway right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", described on the "Exhibit A" and shown and designated as "Area of Joint Use Agreement" on said print marked "Exhibit B", both attached hereto and by this reference made a part hereof.

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Irvine
Serial 71356A
RP FILE: JUA203265145

Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of City in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Irvine
Serial 71356A
RP FILE: JUA203265145

Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation


By _____
Michael J. Williams
Project Manager
Land Management Division
Real Properties Department

CITY OF IRVINE, a municipal corporation

Donald P. Wagner
Mayor

Molly McLaughlin
City Clerk

Approved as to form:
Rutan & Tucker, LLP



Jeffrey T. Melching, City Attorney

JOINT USE AGREEMENT
S.C.E. Co., a corp., to
The City of Irvine
Serial 71356A
RP FILE: JUA203265145

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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County of _____)

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
SCE JUA SERIAL 71356A
LEGAL DESCRIPTION

A 20 FOOT WIDE STRIP EASEMENT, 10 FEET OF EVEN WIDTH ON EACH SIDE OF CENTERLINE, OVER, UNDER AND ACROSS THAT PORTION OF JAMBOREE ROAD, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, SAID CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF JAMBOREE ROAD AND DUPONT DRIVE AS SHOWN ON PARCEL MAP NO. 81-611 AS PER MAP FILED IN BOOK 167, PAGE 31 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT MARKED WITH SPIKE AND WASHER PER SAID PARCEL MAP;

THENCE SOUTH 40°38'14" WEST, ALONG THE CENTERLINE OF SAID JAMBOREE ROAD, A DISTANCE OF 70.49 FEET;

THENCE NORTH 49°21'46" WEST, PERPENDICULAR TO SAID CENTERLINE, A DISTANCE OF 60.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF SAID JAMBOREE ROAD AND THE **TRUE POINT OF BEGINNING** OF SAID EASEMENT CENTERLINE;

THENCE NORTH 83°43'53" EAST A DISTANCE OF 75.10 FEET;

THENCE NORTH 40°52'17" EAST A DISTANCE OF 384.84 FEET;

THENCE NORTH 31°29'42" EAST A DISTANCE OF 65.02 FEET;

THENCE NORTH 40°15'47" EAST A DISTANCE OF 263.73 FEET;

THENCE NORTH 03°53'17" WEST A DISTANCE OF 58.23 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF SAID JAMBOREE ROAD AND THE **TERMINUS** OF SAID EASEMENT CENTERLINE.


THE SIDELINES OF SAID STRIP SHALL BE EXTENDED AND/OR SHORTENED SO AS TO MEET AT ANGLE POINTS AND TO TERMINATE AT THEIR RESPECTIVE INTERSECTION WITH SAID NORTHWESTERLY RIGHT OF WAY OF JAMBOREE ROAD.

CONTAINING: 16,967 SQ. FT. (MORE OR LESS).

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

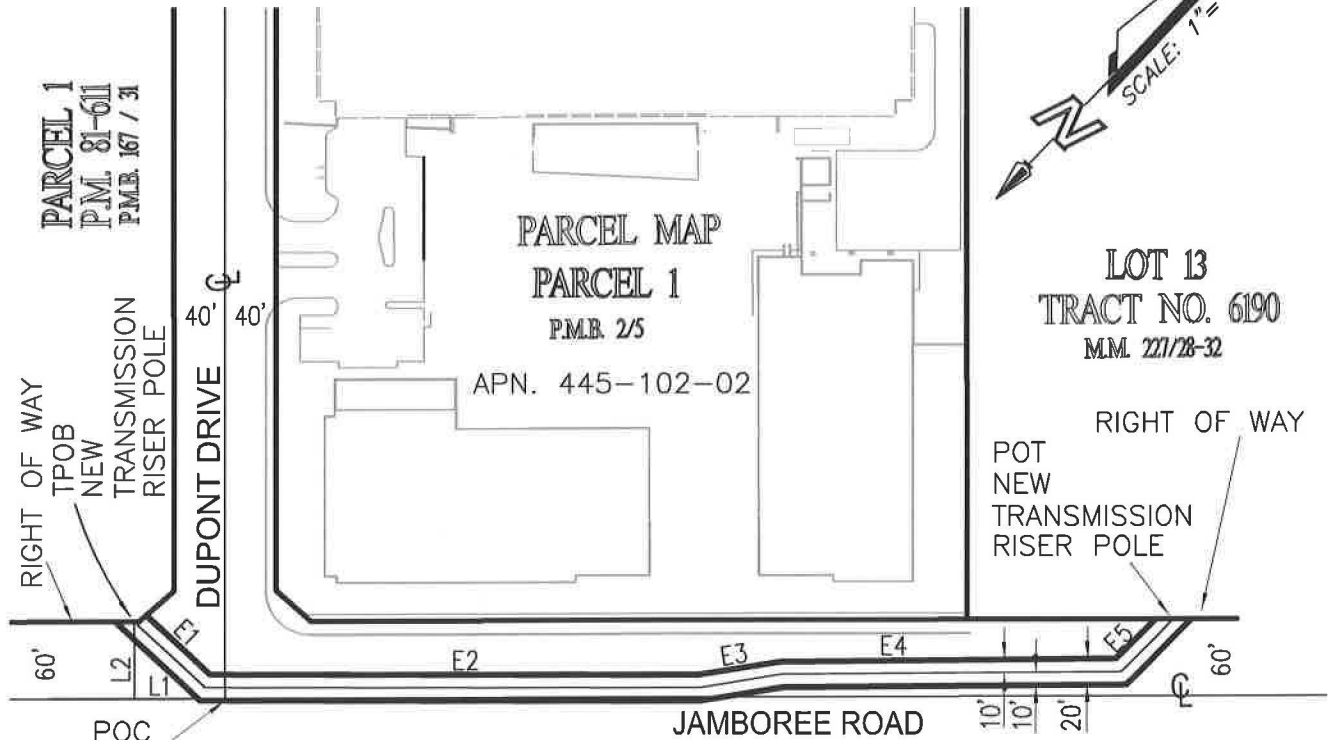
SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT:



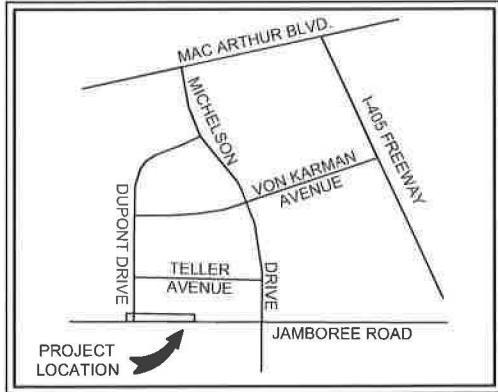
JOHN C. BENTLEY, P.L.S. 7223 12/07/16
LICENSE EXPIRES: 12/31/16 DATE





POC
INTERSECTION OF DUPONT DR.
AND JAMBOREE ROAD
FOUND SPIKE AND WASHER
PER P.M. 81-611 PMB 167/31

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S40°38'14"W	70.49'
L2	N49°21'46"W	60.00'
E1	N83°43'53"E	75.10'
E2	N40°52'17"E	384.84'
E3	N31°29'42"E	65.02'
E4	N40°15'47"E	263.73'
E5	N03°53'17"W	58.23'



LEGEND

- AREA IN JOINT USE AGREEMENT
16,967 Sq.Ft.
- POC POINT OF COMMENCEMENT
- TPOB TRUE POINT OF BEGINNING
- POT POINT OF TERMINUS

John C Bentley 12/7/16
JOHN C BENTLEY, PLS 7223 DATE

**CITY OF IRVINE
SCE UTILITY EASEMENT**



**DAVID EVANS
AND ASSOCIATES INC.**
4200 Concoors, Suite 150
Ontario California 91764
Phone: 909.481.5750

SCE JUA SERIAL 71356A

CITY OF IRVINE
COUNTY OF ORANGE
STATE OF CALIFORNIA

JOB NO:
TCWX
DRAWN BY:
JCBE
DATE:
11/08/16
SCALE:
1"=150'

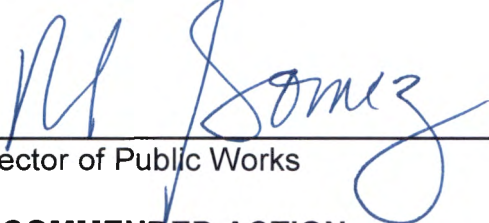
3.12



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: ACCEPTANCE OF PORTIONS OF IRVINE BOULEVARD AND PUSAN INTO THE CITY STREET SYSTEM



Director of Public Works



City Manager

RECOMMENDED ACTION

1. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO ACCEPT IRVINE BOULEVARD STREET IMPROVEMENTS LOCATED ON CITY PROPERTY PURSUANT TO CHAPTER 1, CONSTRUCTION AND MAINTENANCE, CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 1806.
2. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO ACCEPT PUSAN STREET IMPROVEMENTS LOCATED ON CITY PROPERTY PURSUANT TO CHAPTER 1, CONSTRUCTION AND MAINTENANCE, CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 1806.
3. Authorize the City Manager to accept future street improvements on City property into the City street system.

EXECUTIVE SUMMARY

Portions of the public street improvements under construction by Heritage Fields El Toro, LLC (Heritage Fields) along Irvine Boulevard and Pusan are on City property adjacent to the City's 125-acre ARDA parcel and Wildlife Corridor as shown in Attachments 1 and 2. The location of these roadways was previously approved by the City as part of the backbone infrastructure serving the Orange County Great Park and adjacent private developments. The proposed resolutions have been prepared in consultation with the City Attorney's office for consideration by the City Council to facilitate acceptance of these portions of street improvements into the City street system. It is recommended that the City Manager be authorized to accept future segments of street improvements occurring on City property into the City street system.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

Five Point Communities, on behalf of Heritage Fields, is completing roadway improvements along portions of Irvine Boulevard and Pusan that will soon be available to be turned over to the City as public streets. The subject portion of Irvine Boulevard is located adjacent to City property designated for use as part of the future wildlife corridor and is required to accommodate the widening of Irvine Boulevard from four to six lanes as previously approved by the City. The subject portion of Pusan is located on the easterly side of the roadway between Irvine Boulevard and Cadence on a portion of the City's 125-acre ARDA parcel and will be used for a landscaped parkway and dry utilities.

Only the City Council can declare City owned property as public right-of-way. By declaring public right-of-way on City owned property, the City is placing an encumbrance on a portion of land that was previously held free and clear, transferring the City's real property interests into public right-of-way. For City owned property to be granted into the public right-of-way, the City Council, or its designee, must accept the improvements into the City street system. The proposed resolutions (Attachment 3 and 4) have been prepared in consultation with the City Attorney's office for consideration by the City Council for this purpose.

As development of backbone infrastructure continues in areas adjacent to the Orange County Great Park, the City anticipates the need to accept street improvements on portions of City property adjacent to newly constructed roadways on a regular basis. It is recommended that the City Council authorize the City Manager to accept future street improvements on City property into the City street system.

ALTERNATIVES CONSIDERED

The City Council may provide direction to staff to revise any of the provisions contained in the proposed resolutions. Additionally, City Council may deny authorizing the City Manager as the accepting agent and instead have all street improvements on City property presented for acceptance by the City Council. These alternatives are not recommended because the location of these public roadways was previously approved by the City as part of backbone infrastructure intended to serve the Orange County Great Park and surrounding private developments. Delegating authority to the City Manager will assist in streamlining and expediting the availability of public access to the completed improvements.

FINANCIAL IMPACT

Construction of the roadways is funded by the Community Facilities District established by the City Council for this purpose. Upon acceptance of the roadways for public use, the City will assume responsibility for maintenance consistent with previously approved

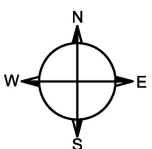
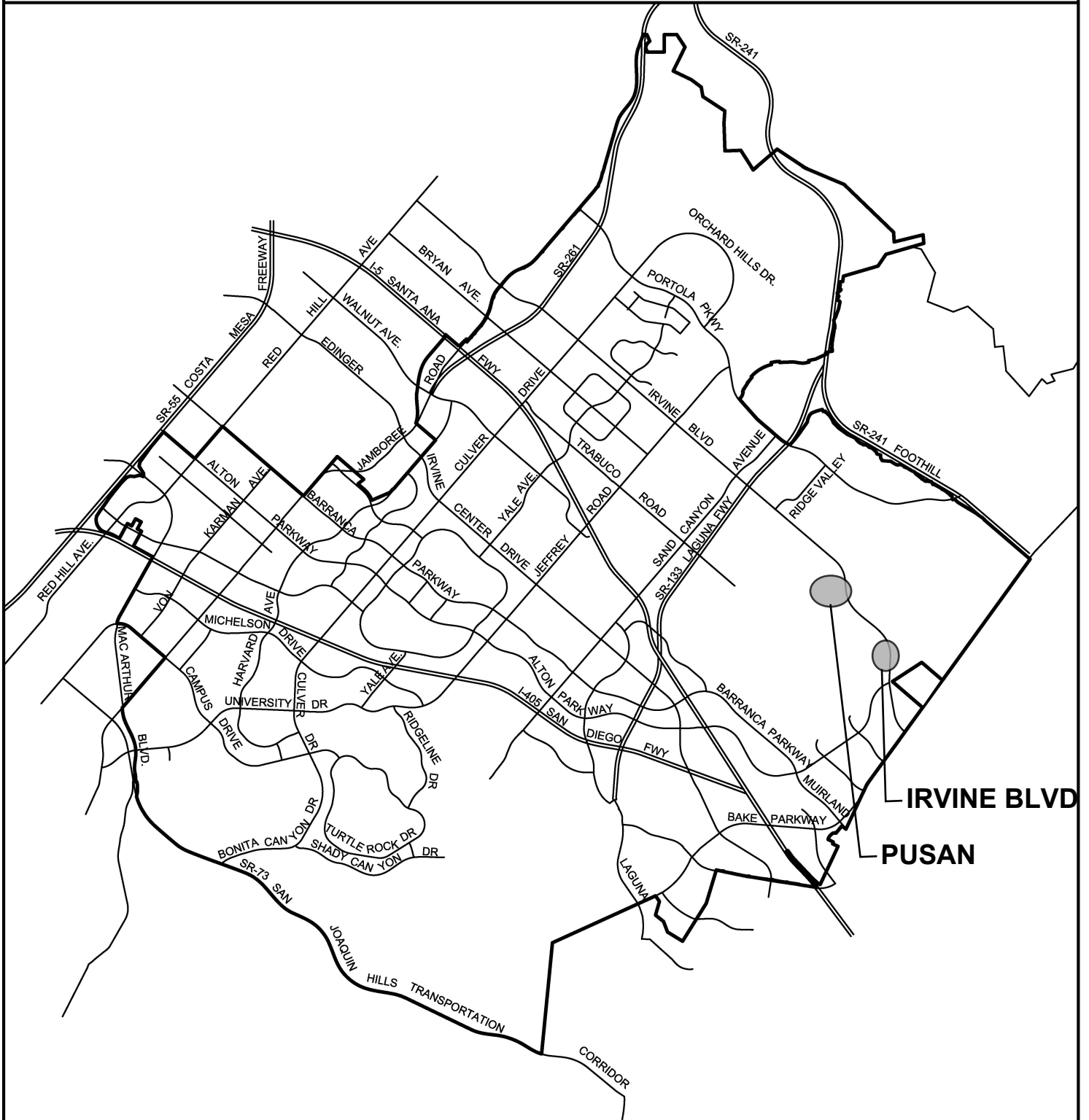
provisions for the construction of these backbone infrastructure improvements and funding is available in the Public Works department annual street maintenance budget.

REPORT PREPARED BY Andrew Pham, Senior Civil Engineer

ATTACHMENTS

1. Vicinity Map
2. Site Map
3. Resolution – Irvine Boulevard
4. Resolution – Pusan

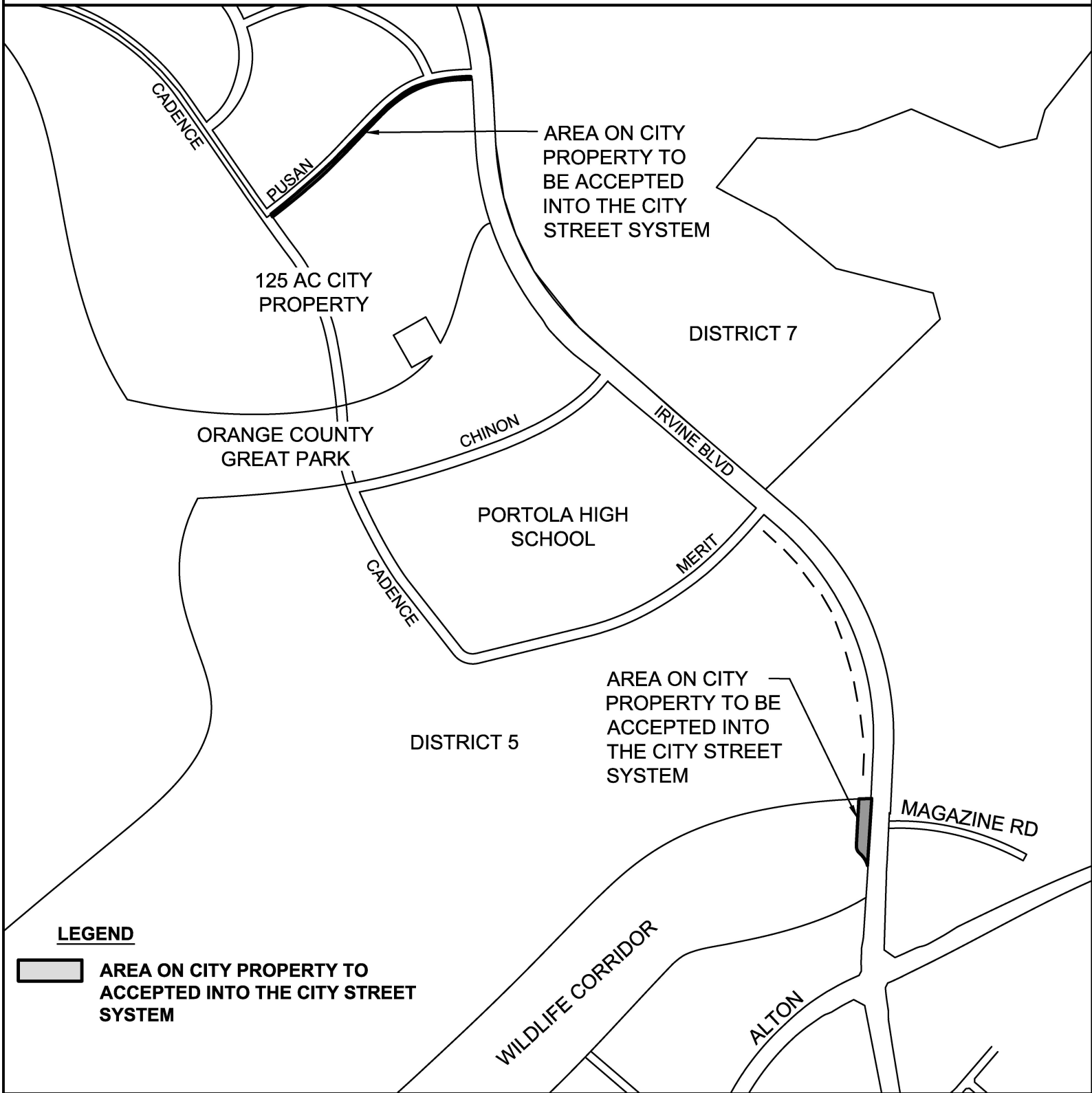
A PORTION OF IRVINE BLVD AND PUSAN



VICINITY MAP

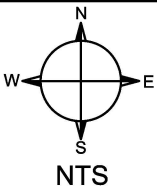


A PORTION OF IRVINE BLVD AND PUSAN



LEGEND

 AREA ON CITY PROPERTY TO BE ACCEPTED INTO THE CITY STREET SYSTEM



SITE MAP



CITY COUNCIL RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO ACCEPT IRVINE BOULEVARD STREET IMPROVEMENTS LOCATED ON CITY PROPERTY PURSUANT TO CHAPTER 1, CONSTRUCTION AND MAINTENANCE, CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 1806

WHEREAS, the City of Irvine is the owner of certain land within the ultimate right-of-way of Irvine Boulevard as more specifically described on **Exhibit A** and depicted on **Exhibit B** attached hereto (the “**City Property**”); and

WHEREAS, Heritage Fields El Toro, LLC, a Delaware limited liability company (“**HFET**”) is constructing certain Irvine Boulevard street improvements (the “**Irvine Blvd Improvements**”), including the portion of the Irvine Boulevard Improvements located on City Property; and

WHEREAS, upon completion of the Irvine Blvd Improvements in accordance with the approved plans therefor, City will accept the portion of the Irvine Blvd Improvements constructed on City Property into the City street system as a dedicated public right-of-way; and

WHEREAS, pursuant to Section 1806 of Chapter 1 of the California Streets and Highways Code, City is authorized to accept the Irvine Blvd Improvements constructed on City Property into the City street system by resolution; and

WHEREAS, as of the date of this City Council meeting, the portions of the Irvine Blvd Improvements located on City Property have not been completed, and City desires to accept the Irvine Blvd Improvements within the City Property subject to completion as determined by the City’s Inspector; and

WHEREAS, upon completion of the Irvine Blvd Improvements located on the City Property to the satisfaction of City’s Inspector and in accordance with the plans approved by the City, the City desires to accept the completed improvements and confirm its acceptance of ownership and maintenance responsibility therefor by delivering to HFET a completed and signed Project Acceptance form for such improvements; and

WHEREAS, the City Council of the City of Irvine has considered all information related to the above presented at a regular meeting held on January 24, 2017.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE, determine, order and find as follows:

SECTION 1. The City of Irvine hereby accepts the Irvine Blvd Improvements located on City Property into the City street system, subject to completion as determined by City's Inspector.

SECTION 2. Upon completion of the Irvine Blvd Improvements on the City Property in accordance with the approved plans therefor as determined by City's Inspector, the City authorizes its Director of Public Works to cause to be completed, signed and delivered to HFET the Project Acceptance form for such improvements.

SECTION 3. The delivery to HFET of the applicable, signed Project Acceptance form by the City shall be deemed to be proof that the Irvine Blvd Improvements on the City Property have been completed in accordance with the approved plans therefor to the satisfaction of the City and that the City shall be deemed to own the portion of the Irvine Blvd Improvements located within the City Property described on **Exhibit A** and depicted on **Exhibit B** attached hereto and shall be responsible for all future maintenance and operation thereof.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 24th day of January 2017.

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 adopted at a regular meeting of the City Council of the City of Irvine, held on the 24th day of January 2017.

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A

In the City of Irvine, County of Orange, State of California, being that portion of Lot 299 of Block 174 of Irvine's Subdivision recorded in Book 1, Page 88 of Miscellaneous Record Maps in the Office of the County Recorder of said County, lying within Parcel H of a Deed of Trust recorded January 30, 2015 as Instrument No. 201500048847 of Official Records of said County, described as follows:

Commencing at a punched Boat Spike and Washer, stamped "LS 4965", marking the southerly terminus of that certain course "N02°41'23"E 1398.02'" shown along the centerline of Irvine Boulevard on Record of Survey No. 2011-1042, filed in Book 254, Pages 21 through 36, inclusive, of Records of Survey in said County Recorder's Office of said County; thence along said centerline, North 02°41'23" East 1398.02 feet to the beginning of a curve concave westerly having a radius 2000.00 feet; thence northerly along said curve and centerline 113.95 feet through a central angle of 03°15'52" to a point on said centerline that is an absolute distance of 1511.97 feet from said Point of Commencement; thence radial from said point and centerline South 89°25'31" West 60.00 feet to a point on the easterly line of said Parcel H and the **True Point of Beginning**, said point being the beginning of a non-tangent curve concave southwesterly having a radius of 17.00 feet, a radial line to said point bears North 89°25'31" East; thence northwesterly along said curve 12.91 feet through a central angle of 43°30'43" to a point of reverse curve concave northeasterly having a radius of 20.00 feet; thence northwesterly along said curve 14.93 feet through a central angle of 42°45'48" to a reverse curve having a radius of 1930.00 feet that is concentric with and distant 70.00 feet westerly of said centerline; thence along said concentric curve 189.99 feet through a central angle of 5°38'25" to the northerly line of said Parcel H and Parcel G-1B of Exhibit "G-1-II" of Grant Deed recorded July 12, 2005 as

August 8, 2016
WO No. 1855-242
Page 1 of 2
H&A Legal No. 8807 IB COI
By: C. Tripi
Checked By: J. Kinnie

EXHIBIT "A"
LEGAL DESCRIPTION

Instrument No. 2005000538137 of Official Records of said County; thence along said northerly line North 83°06'35" East 10.00 feet to the beginning of a curve concave westerly having a radius of 1940.00 feet that is concentric with and distant 60.00 feet westerly of said centerline; thence southerly along said concentric curve 216.31 feet through a central angle of 6°23'18" to the **True Point of Beginning**.

Containing an area of 2035 square feet, more or less.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

All as shown on Exhibit B attached hereto and by this reference made a part hereof.



Charles R. Tripi, PLS 7299
Date: 8/8/16



August 8, 2016
WO No. 1855-242
Page 2 of 2
H&A Legal No. 8807 IB COI
By: C. Tripi
Checked By: J. Kinnie

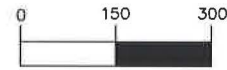
EXHIBIT "B"

Sketch to Accompany Legal Description

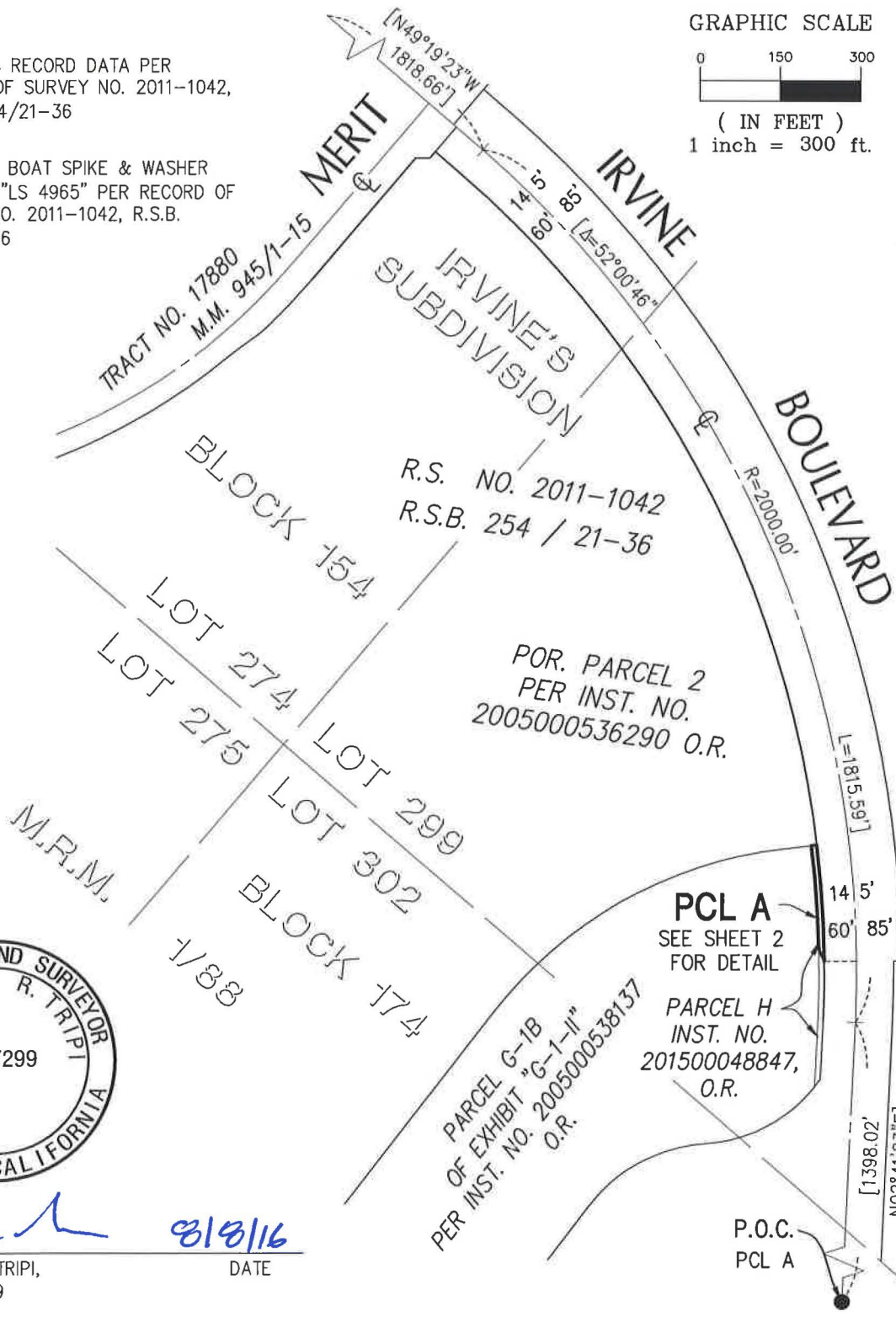
[] INDICATES RECORD DATA PER RECORD OF SURVEY NO. 2011-1042, R.S.B. 254/21-36

● INDICATES BOAT SPIKE & WASHER STAMPED "LS 4965" PER RECORD OF SURVEY NO. 2011-1042, R.S.B. 254/21-36

GRAPHIC SCALE



(IN FEET)
1 inch = 300 ft.



Charles R. Tripi

CHARLES R. TRIPI,
L.S. No. 7299

8/8/16

DATE

HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes ■ Irvine, CA 92618 ■ PH: (949) 583-1010 ■ FX: (949) 583-0759

EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 6/7/16	REV. DATE: 7/19/16	.DWG By: M.SIERADZKI	CHK'd By: C. TRIPI	SCALE: 1" = 300'	W.O. 1855-242
FILE: I:\HeritageFields\LD\8807 IrvBlvd ROW D5 COI\SHT01.dwg			H&A LEGAL No. 8807	SHEET 1 OF 2	

EXHIBIT "B"

Sketch to Accompany Legal Description

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

IRVINE'S
SUBDIVISION

SEE SHEET 1

PORTION OF PARCEL 2
PER INST. NO. 2005000536290 O.R.

R.S. NO. 2011-1042
R.S.B. 254 / 21-36

PARCEL A

BLOCK 174

PARCEL G-1B
OF EXHIBIT "G-1-II"
PER INST. NO.
2005000538137 O.R.

LOT 299
M.R.M. 1/88

IRVINE BOULEVARD

PCL 199.41, INST. NO. 92-167127, OR.



- INDICATES MONUMENT AS NOTED HEREON
- () INDICATES RECORD DATA PER INST. NO. 201500048847, O.R.
- [] INDICATES RECORD DATA PER RECORD OF SURVEY NO. 2011-1042, R.S.B. 254/21-36

N88°40'36"E
RAD PRC
Δ=42°45'48"
R=20.00' L=14.93'
N45°54'48"E
RAD PRC

T.P.O.B.
PCL A

S89°25'31"W
60.00' RAD

Δ=43°30'43"
R=17.00' L=12.91'
(Δ=09°39'12")

P.O.C.
PCL A

PUNCHED BOAT SPIKE & WASHER
STAMPED "ORANGE COUNTY SURVEYOR"
PER R.S.B. 254/21-36

PUNCHED BOAT SPIKE &
WASHER STAMPED "LS 4965"
PER R.S.B. 254/21-36

HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes ■ Irvine, CA 92618 ■ PH: (949) 583-1010 ■ FX: (949) 583-0759

EXHIBIT "B"

CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 6/7/16	REV. DATE: 7/19/16	DWG. By: M.SIERADZKI	CK'd By: C. TRIPI	SCALE: 1" = 40'	W.O. 1855-242
FILE: I:\HeritageFields\LD\8807 IrvBlvd ROW D5 COI\SHT02.dwg				H&A LEGAL No. 8807	SHEET 2 OF 2

CITY COUNCIL RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO ACCEPT PUSAN STREET IMPROVEMENTS LOCATED ON CITY PROPERTY PURSUANT TO CHAPTER 1, CONSTRUCTION AND MAINTENANCE, CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 1806

WHEREAS, the City of Irvine is the owner of certain land within the ultimate right-of-way of Pusan between Irvine Boulevard and Cadence as more specifically described on **Exhibit A** and depicted on **Exhibit B** attached hereto (the "**City Property**"); and

WHEREAS, Heritage Fields El Toro, LLC, a Delaware limited liability company ("**HFET**") is constructing certain Pusan street improvements between Irvine Boulevard and Cadence (the "**Pusan Improvements**"), including the portion of the Pusan Improvements located on City Property; and

WHEREAS, upon completion of the Pusan Improvements in accordance with the approved plans therefor, City will accept the portion of the Pusan Improvements constructed on City Property into the City street system as a dedicated public right-of-way; and

WHEREAS, pursuant to Section 1806 of Chapter 1 of the California Streets and Highways Code, City is authorized to accept the Pusan Improvements constructed on City Property into the City street system by resolution; and

WHEREAS, as of the date of this City Council meeting, the portions of the Pusan Improvements located on City Property have not been completed, and City desires to accept the Pusan Improvements within the City Property subject to completion as determined by the City's Inspector; and

WHEREAS, upon completion of the Pusan Improvements located on the City Property to the satisfaction of City's Inspector and in accordance with the plans approved by the City, the City desires to accept the completed improvements and confirm its acceptance of ownership and maintenance responsibility therefor by delivering to HFET a completed and signed Project Acceptance form for such improvements; and

WHEREAS, the City Council of the City of Irvine has considered all information related to the above presented at a regular meeting held on January 24, 2017.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE, determine, order and find as follows:

SECTION 1. The City of Irvine hereby accepts the Pusan Improvements located on City Property into the City street system, subject to completion as determined by City's Inspector.

SECTION 2. Upon completion of the Pusan Improvements on the City Property in accordance with the approved plans therefor as determined by City's Inspector, the City authorizes its Director of Public Works to cause to be completed, signed and delivered to HFET the Project Acceptance form for such improvements.

SECTION 3. The delivery to HFET of the applicable, signed Project Acceptance form by the City shall be deemed to be proof that the Pusan Improvements on the City Property have been completed in accordance with the approved plans therefor to the satisfaction of the City and that the City shall be deemed to own the portion of the Pusan Improvements located within the City Property described on **Exhibit A** and depicted on **Exhibit B** attached hereto and shall be responsible for all future maintenance and operation thereof.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 24th day of January 2017.

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 adopted at a regular meeting of the City Council of the City of Irvine, held on the 24th day of January 2017.

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1

A strip of land, 12.50 feet wide, being a portion of Lot 273 of Block 254 of Irvine's Subdivision, in the City of Irvine, County of Orange, State of California, recorded in Book 1, Page 88 of Miscellaneous Record Maps as shown on Record of Survey 2011-1042 filed in Book 254, pages 21 through 36, inclusive of Records of Survey, in the office of the County Recorder of said Orange County, the northerly and northwesterly line of said strip being described as follows:

Commencing at a well monument with a 2 ¼" brass cap stamped "LS 8639" as shown on Tract No. 17880 filed in Book 945, Pages 1 through 15, inclusive of Miscellaneous Maps in the Office of said County Recorder, marking the westerly terminus of that certain course shown along the centerline of Pusan as "N 86°59'19" E 231.25'" as shown on said Tract No. 17880; thence along said centerline North 86°59'19" East 145.25 feet; thence perpendicular South 03°00'41" East 32.50 feet to a point on a the southerly line of Pusan, said point also being the **True Point of Beginning** and on a line that is parallel with and distant southerly 32.50 feet from said centerline; thence along said southeasterly boundary line the following twelve (12) courses:

- 1) along said parallel line South 86°59'19" West 145.25 feet to a curve concave northerly having a radius of 80.50 feet,
- 2) Westerly along said curve 16.69 feet through a central angle of 11°52'52",
- 3) North 81°07'49" West 21.85 feet to a curve concave southerly heaving a radius of 69.50 feet,
- 4) Westerly along said curve 20.49 feet through a central angle of 16°53'42" to a curve concave southeasterly having a radius of 667.50 feet that is concentric with and distant southeasterly 22.50 feet from said centerline,
- 5) southwesterly along said concentric curve 178.56 feet through a central angle of 15°19'36" to a reverse curve concave northwesterly having a radius of 100.50 feet,
- 6) southwesterly along said curve 12.24 feet through a central angle of 06°58'44" to a reverse curve concave southeasterly having a radius of 99.50 feet,

Revised: October 20, 2016
August 4, 2016
WO No. 1855-419
Page 1 of 3
H&A Legal No. 8855 ROW
By: J. Kinnie
Checked By: R. Wheeler



EXHIBIT "A"
LEGAL DESCRIPTION

- 7) southwesterly along said curve 16.36 feet through a central angle of 09°25'20" to a compound curve concave southeasterly having a radius of 669.50 feet that is concentric with and distant southeasterly 20.50 feet from said centerline,
- 8) southwesterly along said concentric curve 266.94 feet through a central angle of 22°50'41" to a line that is parallel with and distant 20.50 feet southeasterly from said centerline,
- 9) southwesterly along said parallel line South 41°21'36" West 141.48 feet to a curve concave northwesterly having a radius of 3620.50 feet that is concentric with and distant southeasterly 20.50 feet from said centerline,
- 10) southwesterly along said curve 414.29 feet through a central angle of 06°33'22" to a line that is parallel with and distant 20.50 feet from said centerline,
- 11) along said parallel line South 47°54'58" West 190.13 feet to a curve concave northwesterly having a radius of 2020.50 feet that is concentric with and distant southeasterly 20.50 feet from said centerline and
- 12) southwesterly along said concentric curve 174.68 feet through a central angle of 4°57'13" to a reverse curve concave southeasterly having a radius of 643.50 feet; thence southwesterly along said curve 46.38 feet through a central angle of 4°07'45" to a point referred to hereon as **Point A** and the terminus of this description.

The southwesterly line of said strip to terminate in a line that bears North 41°15'34" West and passes through said **Point A**.

Containing an area of 20,516 square feet, more or less.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if

Parcel 2

That portion of Lot 273 of Block 254 of Irvine's Subdivision, in the City of Irvine, County of Orange, State of California, recorded in Book 1, Page 88 of Miscellaneous Record Maps as shown on Record of Survey 2011-1042 filed in Book 254, pages 21 through 36, inclusive of Records of Survey, in the office of the County Recorder of said Orange County, described as follows:

Revised: October 20, 2016
August 4, 2016
WO No. 1855-419
Page 2 of 3
H&A Legal No. 8855 ROW
By: J. Kinnie
Checked By: R. Wheeler

EXHIBIT "A"
LEGAL DESCRIPTION


Beginning at the above referenced **Point A**; thence South 41°15'34" East 12.50 feet; thence South 48°44'26" West 42.80 feet to a point on said southeasterly line of Pusan, said point being the beginning of a curve concave northwesterly having a radius of 60.00 feet, a radial bearing to said point bears South 65°33'11" East; thence along said southeasterly line the following four (4) courses:

- 1) northeasterly along said curve 9.70 feet through a central angle of 9°15'38",
- 2) North 15°11'11" East 16.00 feet to the beginning of a non tangent curve concave northwesterly having a radius of 50.50 feet, a radial bearing to said beginning bears South 29°14'57" East,
- 3) northeasterly along said curve 11.35 feet through a central angle of 12°52'33" to a reverse curve concave southeasterly having a radius of 643.50 feet, and
- 4) northeasterly along said curve 9.72 feet through a central angle of 0°51'56" to the **Point of Beginning**.

Containing an area of 405 square feet, more or less.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.



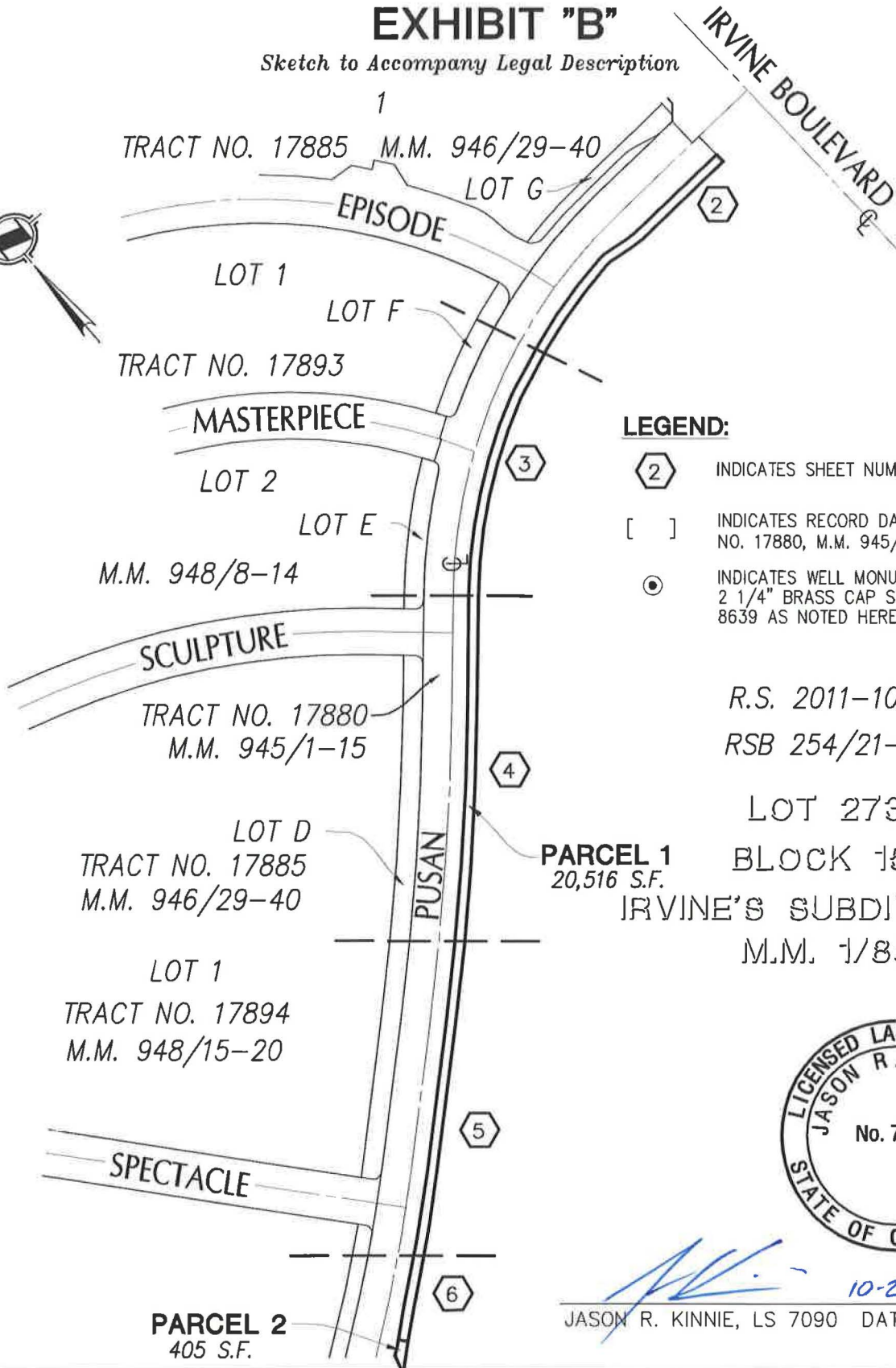
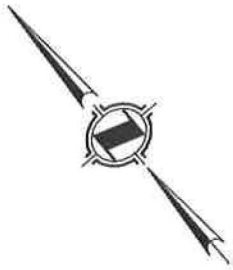
Jason R. Kinnie, L.S. 7090
Date: 10-20-2016



Revised: October 20, 2016
August 4, 2016
WO No. 1855-419
Page 3 of 3
H&A Legal No. 8855 ROW
By: J. Kinnie
Checked By: R. Wheeler

EXHIBIT "B"

Sketch to Accompany Legal Description



LEGEND:

- INDICATES SHEET NUMBER
- [] INDICATES RECORD DATA PER TRACT NO. 17880, M.M. 945/1-15.
- INDICATES WELL MONUMENT WITH 2 1/4" BRASS CAP STAMPED L.S. 8639 AS NOTED HEREON.

R.S. 2011-1042

RSB 254/21-36

LOT 273

BLOCK 154

IRVINE'S SUBDIVISION

M.M. 1/88

PARCEL 1
20,516 S.F.

PARCEL 2
405 S.F.



[Signature]
JASON R. KINNIE, LS 7090 DATE 10-20-2016

HUNSAKER & ASSOCIATES
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PLANNING ■ ENGINEERING ■ SURVEYING
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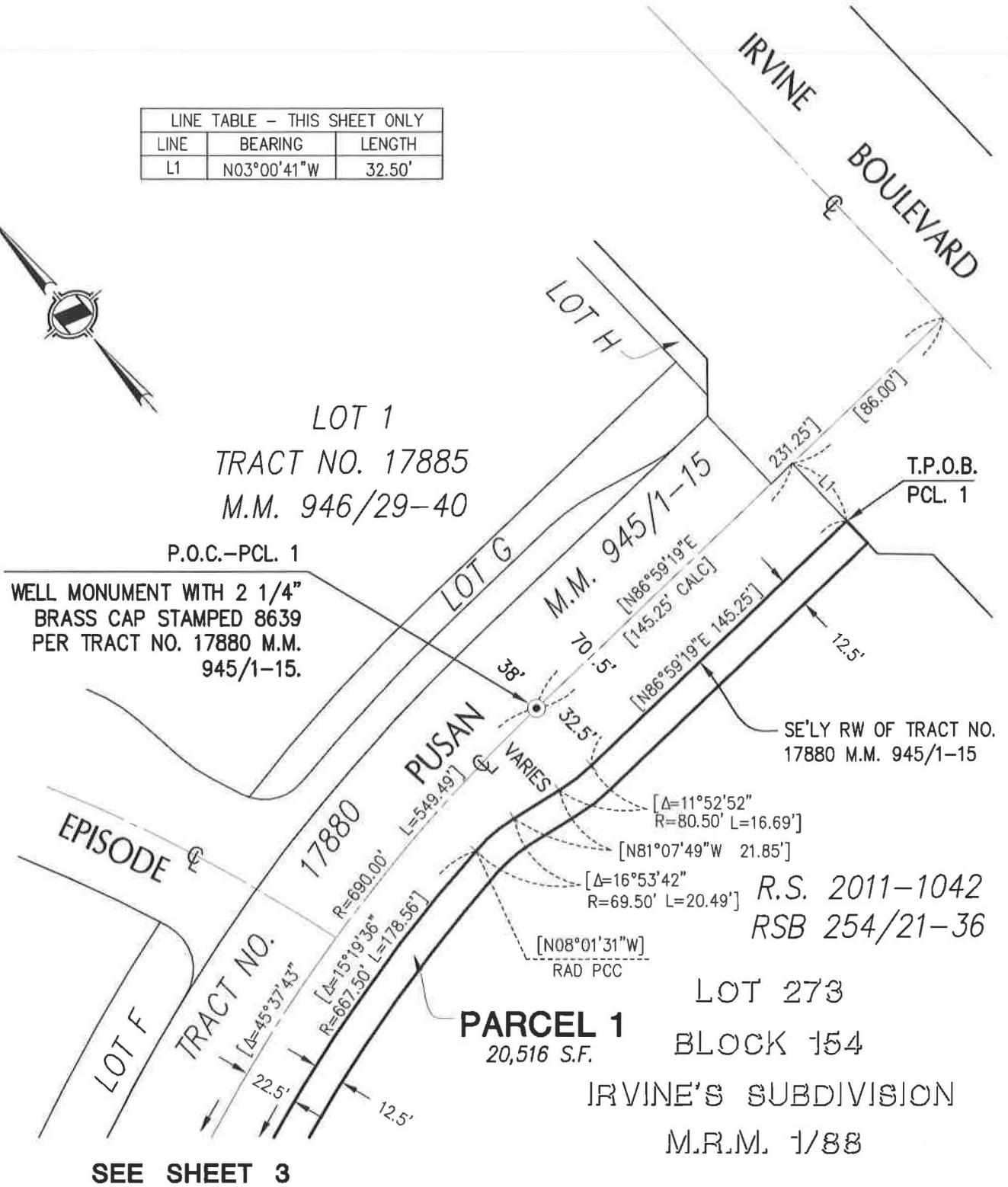
EXHIBIT "B"
CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 08/04/16	REV. DATE: 10/20/16	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1"=200'	W.O. 1855-419
I:\HeritageFields\LD\8855-HFET D4 Pusan ROW\SHT01.dwg				H&A LEGAL No. 8855	SHEET 1 OF 6

EXHIBIT "B"

Sketch to Accompany Legal Description

LINE TABLE - THIS SHEET ONLY		
LINE	BEARING	LENGTH
L1	N03°00'41"W	32.50'



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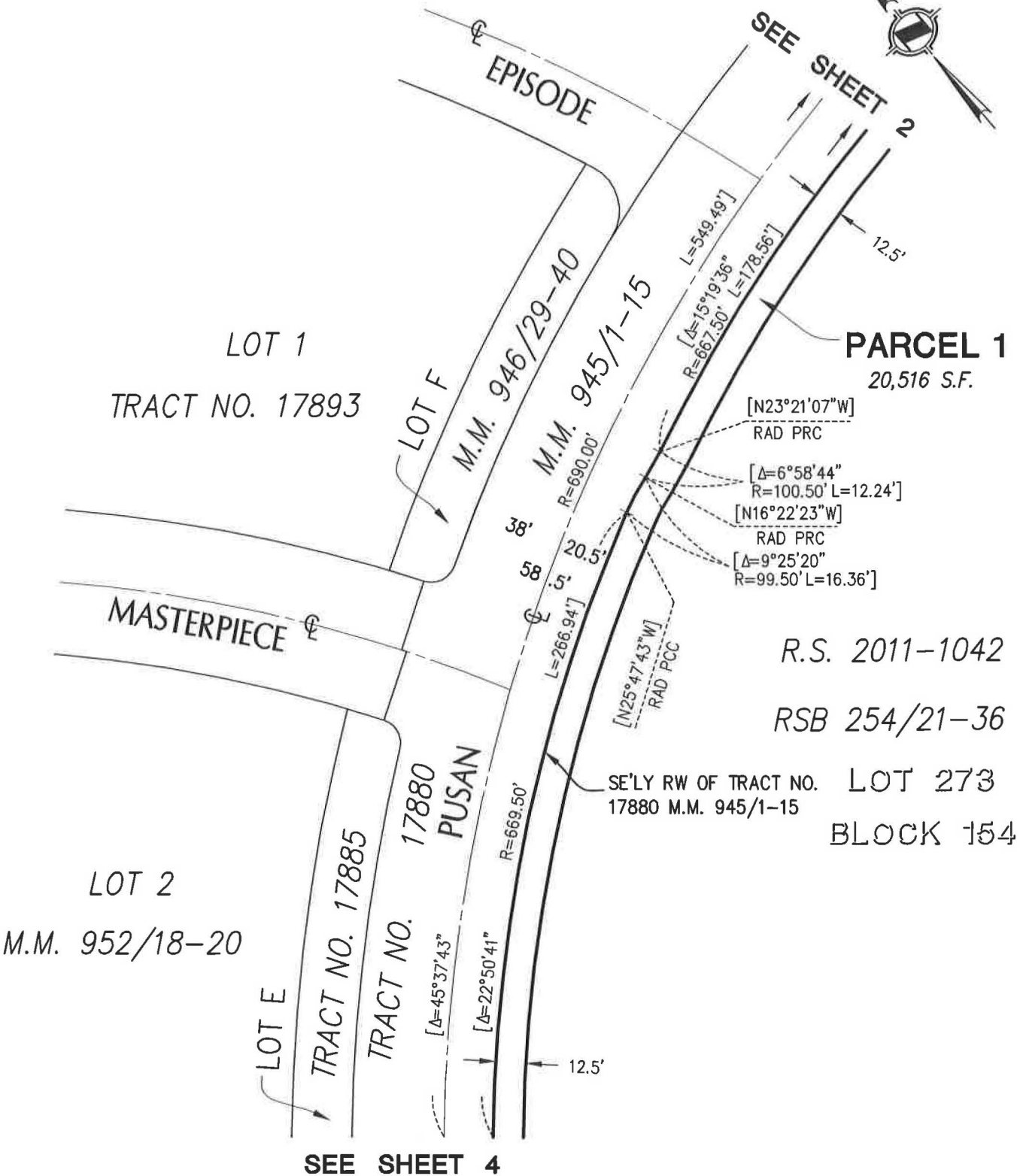
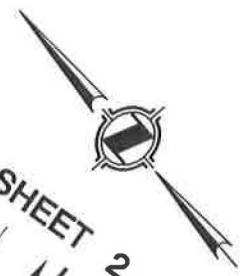
EXHIBIT "B"
CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 08/04/16	REV. DATE: 10/07/16	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1"=60'	W.O. 1855-419
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7

EXHIBIT "B"

Sketch to Accompany Legal Description



R.S. 2011-1042
 RSB 254/21-36
 SE'LY RW OF TRACT NO. 17880 M.M. 945/1-15
 LOT 273
 BLOCK 154

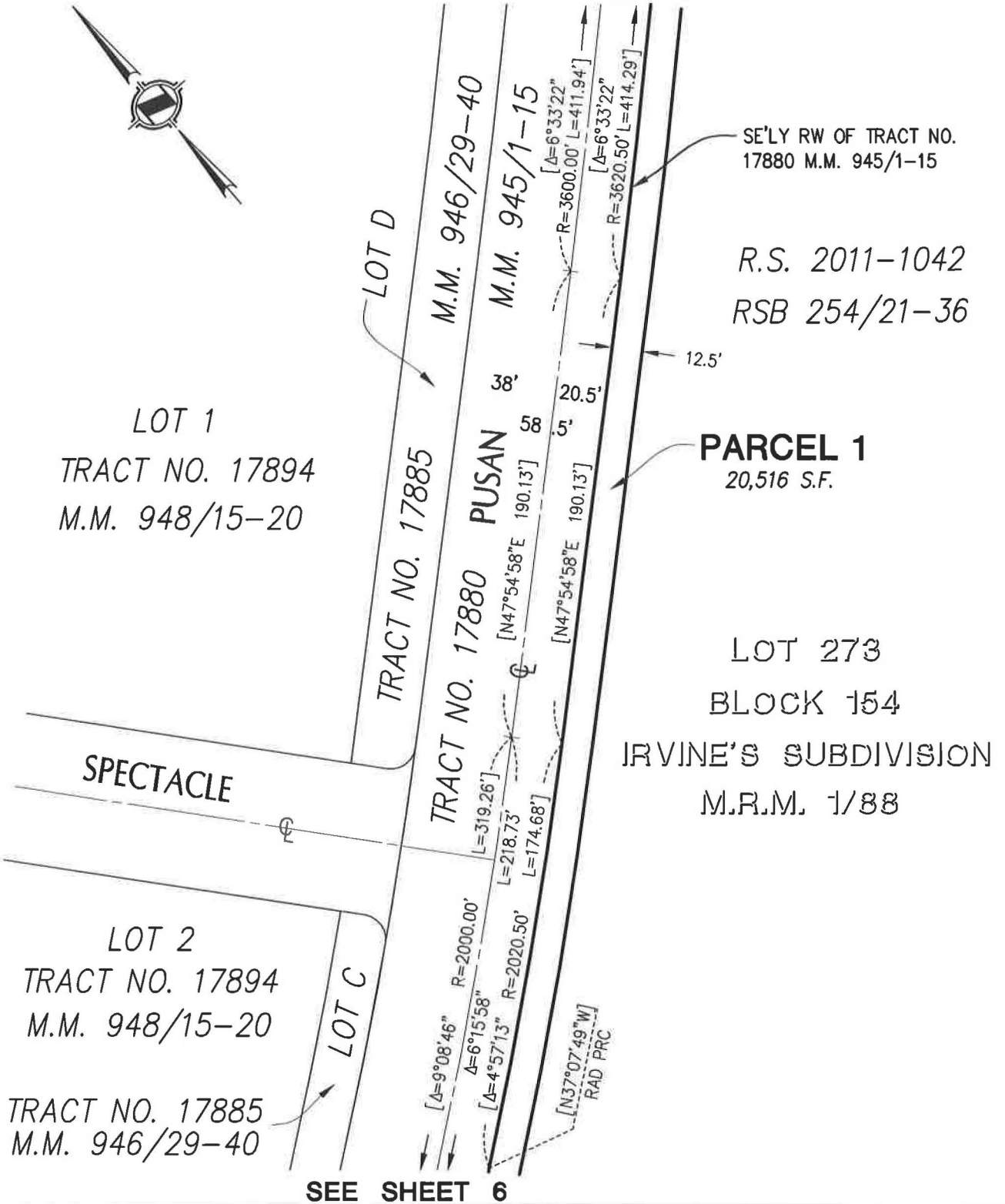
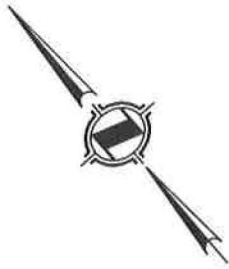
SEE SHEET 4

			EXHIBIT "B" CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA		
PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes ■ Irvine, CA 92618 ■ PH: (949) 583-1010 ■ FX: (949) 583-0759					
DATE: 08/04/16	REV. DATE: 10/20/16	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1"=60'	W.O. 1855-419
I:\HeritageFields\LD\8855-HFET D4 Pusan ROW\SHT03.dwg				H&A LEGAL No. 8855	SHEET 3 OF 6

EXHIBIT "B"

Sketch to Accompany Legal Description

SEE SHEET 4



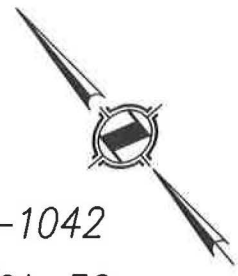
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EXHIBIT "B"
CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 08/04/16	REV. DATE: 10/07/16	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1"=60'	W.O. 1855-419
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EXHIBIT "B"

Sketch to Accompany Legal Description

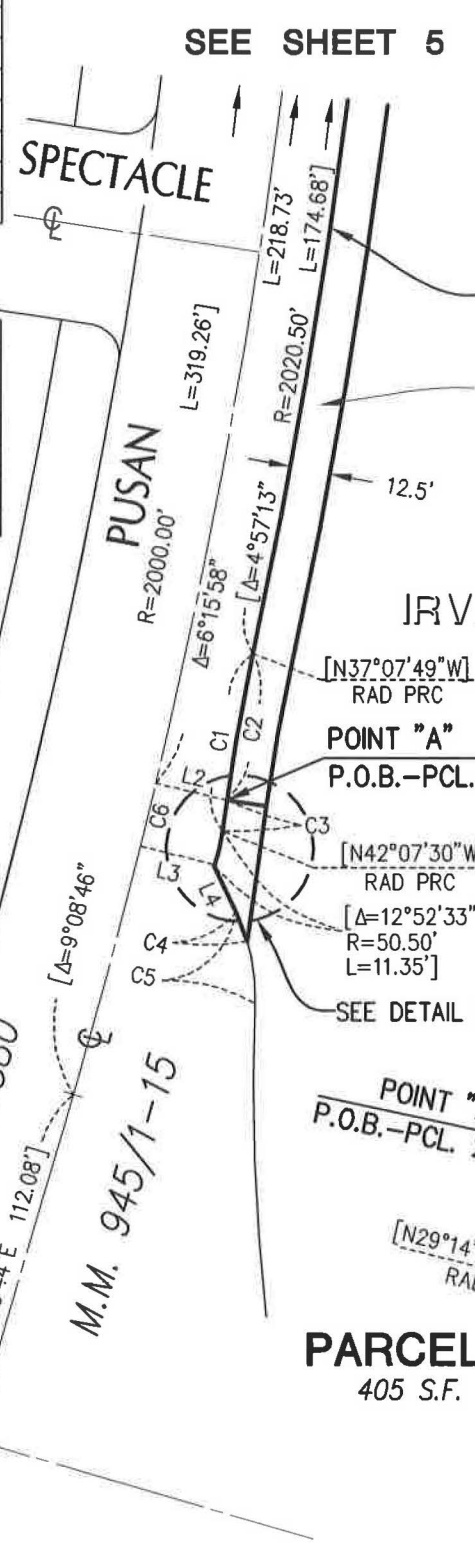


CURVE TABLE - THIS SHEET ONLY			
CURVE	DELTA	RADIUS	LENGTH
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C2	4°07'45"	643.50'	46.38'
C3	0°51'56"	643.50'	9.72'
C4	9°15'38"	60.00'	9.70'
C5	[27°55'59"]	60.00'	29.25'
C6	0°35'40"	2000.00'	20.75'

LINE TABLE - THIS SHEET ONLY		
LINE	BEARING	LENGTH
L2	N35°49'03"W	22.70' RAD
L3	N35°13'23"W	23.78' RAD
L4	[N15°11'11"E	16.00']
L5	S41°15'34"E	12.50' RAD
L6	S48°44'26"W	42.80'

LOT 2
TRACT NO. 17894
M.M. 948/15-20

LOT C
TRACT NO. 17885
M.M. 946/29-40



R.S. 2011-1042
RSB 254/21-36

SE'LY RW OF TRACT NO.
17880 M.M. 945/1-15

PARCEL 1
20,516 S.F.
LOT 273
BLOCK 154

IRVINE'S SUBDIVISION
M.R.M. 1/88

SE'LY RW OF
TRACT NO. 17880
M.M. 945/1-15

PCL. 1
20,516 S.F.

PARCEL 2
405 S.F.

DETAIL
N.T.S.

SE'LY RW OF
TRACT NO.
17880 M.M.
945/1-15

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EXHIBIT "B"
CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

DATE: 08/04/16	REV. DATE: 10/07/16	DWG By: K. VO	CK'd By: R. WHEELER	SCALE: 1"=60'	W.O. 1855-419
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3.13

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE

2017 JAN 17 PM 4:47

RECEIVED

JAN 17 2017

CITY OF IRVINE
CITY MANAGER'S OFFICE

Memo

To: Sean Joyce, City Manager
From: Lynn Schott, Mayor Pro Tem (S)
Date: January 16, 2017
Re: **Community Partnership Fund Grant Nominations**

In accordance with City Council Resolution No. 08-42, I am requesting the City Council approve the following community partnership grant awards:

1. American Legion Post 838 - \$500

The American Legion of Irvine consists of veterans who want to: develop camaraderie with other veterans, serve the community of Irvine, and be there for fellow veterans who are in financial, mental, or emotional need.

The above organizations are qualified 501(c)(3) tax-exempt organizations.

Should the City Council approve this request, the organizations will enter into Funding Agreements with the City that specify the grants use of funds, reporting requirements and regulatory compliance.

I would like to place this item on the January 24th City Council agenda to approve these community partnership grant awards and authorize the City Manager to prepare and execute Funding Agreements.

cc: Irvine City Council
Molly McLaughlin, City Clerk

4.1



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JANUARY 24, 2017

TITLE: FISCAL YEAR 2015-16 GENERAL FUND YEAR-END REPORT

A handwritten signature in blue ink, appearing to read "K. J. Pitts".

Director of Financial Services

A handwritten signature in black ink, appearing to read "Sean Joyce".

City Manager

RECOMMENDED ACTION

1. Approve a budget adjustment allocating \$8,942,226 of year-end General Fund balance for specific projects/programs previously approved by the City Council.
2. Approve a budget adjustment allocating \$621,962 of year-end General Fund balance for outstanding encumbrances and Purchase Orders that were not completed by the end of the fiscal year.
3. Approve a budget adjustment increasing allocations and transfers by \$2,250,000 of year-end General Fund balance for an additional contribution to the Accelerated Pension Liability Paydown Plan and other projects recommended by the City Manager.
4. Approve a budget adjustment for \$940,000 of year-end General Fund balance to fund the implementation of traffic signal Capital Improvement Projects (CIPs).

EXECUTIVE SUMMARY

This report is to inform the City Council of the City's year-end financial position. Fiscal Year 2015-16 General Fund's revenues and transfers-in are in excess of expenditures and transfers-out, which resulted in a year-end surplus of \$12.3 million. Following is a summary and analysis of year-end results and recommendations.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

On January 17, 2017, the Finance Commission reviewed the Fiscal Year 2015-16 General Fund Year-end Report and voted 5-0, with all members present, to recommend the City Council approve all staff recommended actions. Additionally, the Finance Commission also recommended the City Council allocate funding, in an amount to be determined, to update the existing Facility Condition Assessment Report to include facilities over 15 years old.

ANALYSIS

Year-End Results

Table 1 – FY 2015-16 General Fund Beginning and Year-End Balance

		<u>FY 2014-15 Ending Balance (as of July 1, 2015)</u>	<u>\$ 24,964,037</u>
FY 2015-16 Actual results			
General Fund Operating Revenues		\$ 173,851,809	
Transfers-In		<u>\$ 3,073,285</u>	
	Revenues & Transfers-In Total	176,925,094	
Expenditures		(153,986,528)	
Transfers-Out		<u>(35,616,946)</u>	
	Expenditures & Transfers-Out Total	<u>(189,603,474)</u>	
		<u>Total Year-End Balance June 30, 2016</u>	<u>\$ 12,285,657</u>

Table 1 reflects that at June 30, 2016, the City had an overall General Fund surplus of \$12.3 million. This surplus resulted from higher revenues than what was budgeted, including sales tax \$1.1 million, property tax \$.7 million and hotel tax \$1.1 million. Expenditures were below budget by approximately \$8.2 million, primarily from personnel costs (salaries, benefits, and overtime) being approximately \$4.0 million less than budgeted due to greater than anticipated vacancies, and contract services were \$3.7 million below budgeted amounts due to lower than anticipated usage. Attached are detailed reports (Attachments 1-3) for the June 30th fiscal year end that provide a detailed recap of the year's financial activity.

Prior City Council Actions Designating Funds:

Table 2 – FY 2015-16 Net Year-End Balance

<u>Total Year-End Balance June 30, 2016</u>		<u>\$12,285,657</u>
Reservations & Prior Allocations		
Reservations (Loans and Commitments)	(166,797)	
Prior City Council Actions/Direction		
Increase Contingency Reserve to 20% (11/13/12)	(2,912,968)	
Increase Reserves to 25% over 3 years (11/24/15)	(3,144,558)	
Pension Prepayment Savings to Asset Management Plan (6/25/13)	(1,829,000)	
Accelerated Pension Liability Pay-down Plan (6/25/13)	(1,000,000)	
Community Partnership Grants	(5,700)	
Veterans Museum Contribution (10/11/16)	(25,000)	
Orange County Task Force for Drowning Prevention (4/26/16)	(25,000)	
	<u>(8,942,226)</u>	
<u>Net Year-End (2015-16) Balance</u>		<u>\$3,176,634</u>

Table 2 reflects a Total Year-End Balance as of June 30, 2016 of \$12,285,657. After deductions for Reservations and Prior City Council Actions, the City has a Net Year-End Balance of \$3,176,634. Following is a summary of prior City Council actions in Fiscal Year 2015-16 that reduce this total.

Reservations (Loans and Commitments)

On January 25, 2011, the City Council approved an agreement accepting responsibility for the long-term management of a Turtle Pond mitigation site on the Irvine Open Space Preserve. This agreement was accompanied by a donation of \$100,000 from the Irvine Company; \$80,080 remains as designated for the long term costs associated with this commitment.

In addition, the General Fund balance at June 30, 2016 includes \$86,717 for prepaid software installation costs for the Public Safety Department and computer system upgrades for the Community Services Department.

Increase Contingency Reserves

At the close of FY 2014-15, the City Council adopted a policy goal of increasing the Contingency Reserve Fund balance to 25 percent over the next three years. At year-end, the balance in the Contingency Reserve Fund was approximately \$35 million, or 18.5 percent of adopted budget operating appropriations. The recommended funding of an additional \$6 million increases the Reserve Balance to approximately \$41 million, or 21.67 percent, thus enabling us to stay on course to meet the 25 percent goal by the closeout of FY 2017-18.

Accelerated Pension Liability Pay-down Plan – Repayment to the AMP

On June 25, 2013 the City Council approved the Accelerated Pension Liability Pay-down Plan Policy (the Plan) to reduce the City's unfunded pension obligation with the goal of attaining a 98 percent pension funding level. The Plan utilizes \$5 million a year for 10 years from the Asset Management Plan Fund (AMP) to pay down the unfunded liability with CalPERS, as well as one-time payment of \$3 million from the June 30, 2013 General Fund year-end fund balance. The Plan was established with the understanding that annual updates would be provided and to allow for course adjustments, if necessary.

The Plan also set forth terms for repayment by the General Fund to the AMP over a 13 year period. Repayment sources include pension rate savings, savings from the annual prepayment of pension contributions and a \$1 million annual payment for 13 years from the year-end fund balance, when available. \$1,829,000 in rate and prepayment savings are being recommended to be transferred to the AMP from the General Fund year-end surplus in accordance with previous City Council direction, as well as the \$1 million annual repayment from General Fund year-end surplus.

Community Partnership Grant Awards

During the FY 2015-16 award year, the City Council approved appropriations for grant awards of \$50,000. Of this amount, \$5,700 remained at the end of the year, which is expected to be utilized during FY 2016-17.

Veterans Museum

On October 11, 2016, the City Council directed the City Manager to include funding in the amount of \$25,000 from the FY 2015-16 General Fund year-end fund balance to support the completion of the Heroes Hall Veterans Museum at the OC Fair and Event Center.

Orange County Task Force for Drowning Prevention

On April 26, 2016, the City Council directed the City Manager to include funding in the amount of \$25,000 from the City's General Fund reserves to support the efforts of the Orange County Task Force for Drowning Prevention.

City Council actions of \$8,942,226 reduces the General Fund surplus to \$3.2 million. In addition, the FY 2016-17 General Fund Operating Budget was adopted on June 14, 2016 with an unappropriated balance of \$957,741, bringing the total unallocated General Fund balance to \$4,134,375 (Table 3). The following is the City Manager's recommendation for allocating the \$4,134,375.

City Manager's Recommendations:

Table 3 – City Manager's Year-End Fund Balance Recommendations

	<u>Net Year-End (2015-16) Balance</u>	\$3,176,634
	<u>Unappropriated FY 2016-17:</u>	\$957,741
		\$4,134,375
City Manager's Year-End Fund Balance Recommendations		
Expenditures and Transfers-Out		
Additional Contribution to Accelerated Pension Liability Pay-down	(2,000,000)	
Protected/Permissive Left-Turn Phasing Project	(500,000)	
Citywide Signal Coordination with Caltrans	(440,000)	
Open Purchase Orders	(621,962)	
City Attorney Services	(250,000)	
	<u>Total</u>	<u>(3,811,962)</u>
	<u>Adjusted FY 2015-16 Unallocated Year-End Balance</u>	<u>\$322,413</u>

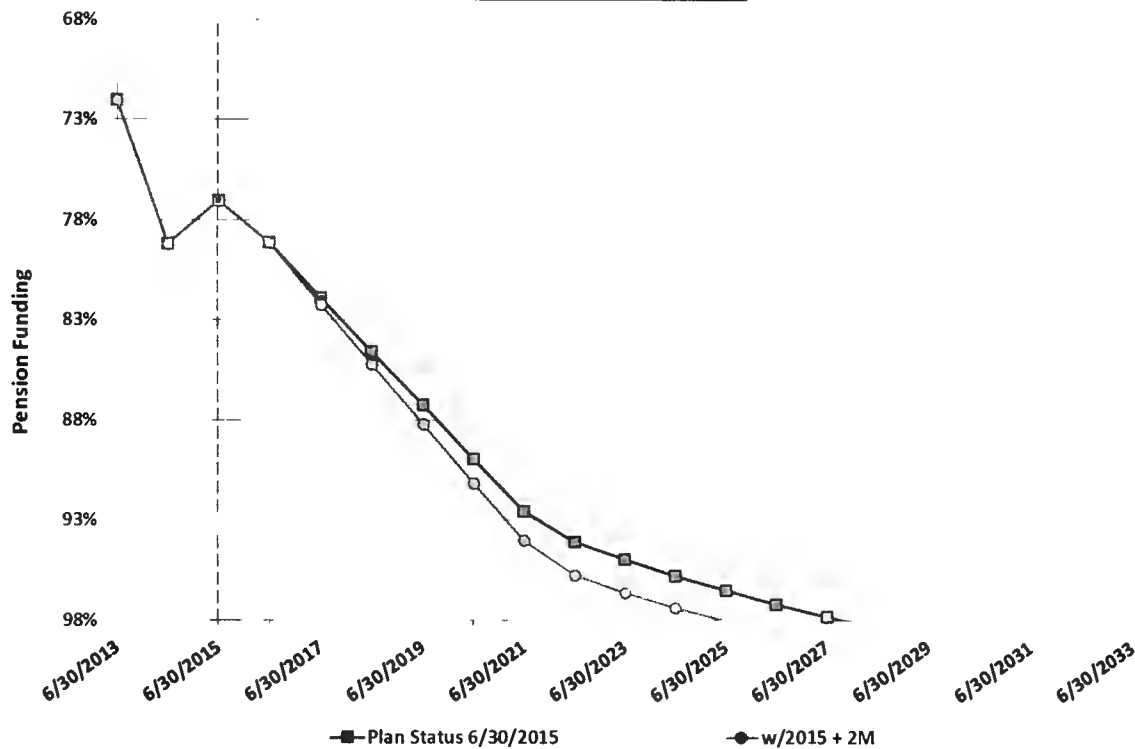
Additional Contribution to the Plan

At the time of the Plan's adoption, the City's funded status with CalPERS was 66.7 percent and was adopted with the understanding that economic conditions, earnings rates, and CalPERS actuarial assumptions are fluid. Over the last two years, CalPERS investment returns came in below expectations, attributed primarily to volatile financial markets and challenging global economic conditions. Payroll increases higher than the assumptions reflected in CalPER's estimates also had an impact on future contributions. These impacts resulted in an increase of approximately \$20 million to our unfunded liability. As of the most recent actuarial valuation, the City's funded status is 77 percent.

The Plan allows for additional funding to offset adverse actuarial impacts or to further accelerate payment of the unfunded liability as year-end surplus and other discretionary funds become available.

As shown below, Chart 1 projects the future funded status level at which we are likely to reach 98 percent, based on the most current valuation date. Contributing an additional \$2 million from General Fund year-end surplus enables the Plan to stay on course with the City's paydown plan.

Chart 1 – Pension Scorecard



Traffic Management

In June 2016, a Citywide Traffic Operation & Traffic Management Study was presented and the City Council directed staff to implement several of the study recommendations within the next year. One of the study recommendations is to incorporate protected/permissive left-turn phasing at 6 intersections to enhance signal timing and improve traffic flow. The City Manager’s recommendation includes dedicating \$500,000 of year-end surplus to move forward with the design phase of this project. The final design will provide an accurate estimate for construction that staff proposes to include with the FY 2017-18 CIP Budget.

Additionally, the City Council directed staff to prepare a citywide signal coordination agreement with Caltrans to improve signal timing and traffic progression at major roadway intersections traversing freeway ramp areas.

The City Manager's recommendation includes dedicating \$440,000 of year-end surplus to move forward with this project, subject to City Council approval of the agreement.

Legal Services – City Attorney

Staff has identified unanticipated legal costs related to three projects; the Paul Marshall Receivership, the County of Orange 100 Acre Memorandum of Understanding and the Wald Street substation proposed by Southern California Edison. Staff anticipates that the Community Development department will require legal assistance with these three matters for the remainder of the fiscal year and is requesting an additional \$250,000 to provide adequate funding for these services.

Open Purchase Orders

As of the close of the fiscal year there are purchasing commitments in the amount of \$621,962 that have not been fulfilled. A list of the Purchase Orders recommended for year-end funding is attached (Attachment 4). Staff recommends that these be continued and funded in the new fiscal year.

Facility Improvements

Staff is in process of developing a comprehensive 10-year capital improvement plan to address public facility improvements and enhancements for City Council consideration. This effort also includes conducting a space study and identifying both immediate and long-term improvement needs. The City Manager's recommendation is to reserve the remaining \$322,413 for future allocation to these projects as these needs are identified and costs have been estimated.

ALTERNATIVES CONSIDERED

Year-end funds are considered "one-time" funds, in that they are not supported by ongoing revenues and may not be available in the future to sustain ongoing programs or services. While the City Council may consider other funding priorities, the recommended actions reflect the City Council's fiscal priorities of increasing the Contingency Reserve Fund to 25 percent of the adopted operating budget by closeout of FY 2017-18 and reducing the City's unfunded pension liability, and prioritizing traffic management projects.

FINANCIAL IMPACT

The actions recommended provide funds for previous commitments, make an additional contribution to the Contingency Reserve Fund in order to bring it to 25 percent by the close of FY 2017-18 and provide funding for other important projects and services as described in this report. If the recommended funding allocations are made, an unallocated year-end balance of \$322,413 will remain.

REPORT PREPARED BY Angelina Garcia, Manager of Budget & Business Planning

ATTACHMENTS:

1. Budget Update for the Fiscal Year Ended June 30, 2016
2. 2016 Year-End Summary
3. Revenue by Budget Category Recap Summary Financial Report
4. Open Purchase Orders List

CITY OF IRVINE BUDGET UPDATE

For Fiscal Year Ended June 30, 2016



EXECUTIVE SUMMARY:

The City's year-end financial report, as of June 30, 2016, is presented for your review. This report provides a comparison of General Fund operating revenues and expenditures to budget estimates and also includes a brief review of Special Funds. Where appropriate, comparisons to prior year periods are also included.

At the end of June, with the fiscal year completed, revenues and transfers-in outperformed budget estimates by \$3,816,282, or 2.2 percent. The variance between budgeted expenditures and actual expenditures and transfers-out was \$-8,190,218, or -4.2 percent (actual expenditures were under budget estimates) for a total positive variance of \$12,006,500.

YTD SUMMARY – AS OF JUNE 2016

	Y-T-D Estimate	Y-T-D Actual	Y-T-D Variance
Resources			
Revenues	170,002,614	173,851,810	3,849,196
Transfers-In	3,106,199	3,073,285	-32,914
	173,108,813	176,925,095	3,816,282
Expenses			
Expenditures	162,176,747	153,986,529	-8,190,218
Transfers-Out	35,616,946	35,616,946	0
	197,793,693	189,603,475	-8,190,218
Budget Variance	Y-T-D Variance		12,006,500

As a point of reference, the Bureau of Labor Statistics reports the following unemployment rates for the national, state and local economies; subject to future revision:

UNEMPLOYMENT %	Jun-15	Jun-16	+ / -
National	5.3%	4.9%	-0.4%
State of California	6.2%	5.4%	-0.8%
Orange County*	4.5%	4.4%	-0.1%
City of Irvine*	3.3%	3.3%	0.0%

*Seasonally Adjusted Data Not Available

CITY OF IRVINE
BUDGET UPDATE - JUNE 2016

Page 2

GENERAL FUND REVENUES

At the end of June, General Fund operating revenues (excluding transfers-in) were \$173,851,810, which outperformed budget estimates by \$3,849,196, or 2.3 percent. The highest positive variances were Sales Tax (\$1,089,926), Hotel Tax (\$1,059,312), Property Tax(\$694,528) and Miscellaneous Revenues (\$692,246).

Excluding transfers-in and other one-time revenues (to preserve comparability), total operating revenues were \$13,561,577, or 8 percent, higher than revenues generated in the same period last fiscal year (2014-15), and \$25,984,152, or 12.6 percent higher than FY 2013-14, due to the large growth in Sales Tax, Property Tax and Hotel Tax, which have a combined growth of \$12.7 million.

The Revenue Recap Report (Attachment 2) provides detailed year-to-date revenue information for each category/object code, and the Revenue section of this report explains variances from year-to-date estimates.

Table 1 provides a summary of all General Fund resources by budget category, including adopted and adjusted budgets, the budget estimate of year-to-date revenues, actual year-to-date revenues, and comparisons between budgeted and actual revenues.

Table 1 – General Fund Resources

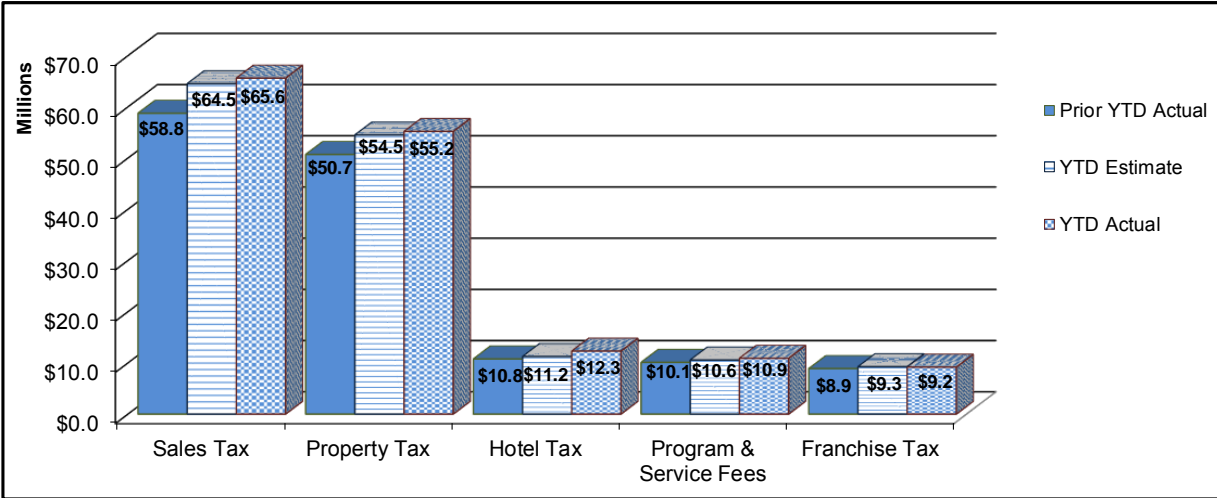
FISCAL YEAR 2015 - 2016						
ALL REVENUES	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
SOURCES	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
210-PROPERTY TAX	54,510,000	54,510,000	54,510,000	55,204,528	694,528	1%
220-SALES TAX	64,530,000	64,530,000	64,530,000	65,619,926	1,089,926	2%
225-DOCUMENTARY TRANSFER TAX	3,500,000	3,500,000	3,500,000	3,761,506	261,506	7%
230-HOTEL TAX	11,235,000	11,235,000	11,235,000	12,294,312	1,059,312	9%
235-UTILITY USERS TAX	4,787,000	4,787,000	4,787,000	4,863,122	76,122	2%
245-FRANCHISE TAX	9,257,000	9,261,864	9,261,864	9,170,175	(91,689)	-1%
250-LICENSES & PERMITS	1,214,026	1,214,026	1,214,026	508,808	(705,218)	-58%
255-FINES & FORFEITURES	1,831,741	1,831,741	1,831,741	1,453,092	(378,649)	-21%
260-REVENUE FROM OTHER AGENCIES	2,709,698	2,778,833	2,778,833	3,291,255	512,422	18%
262-DEVELOPMENT FEES	307,728	307,728	307,728	421,948	114,220	37%
265-PROGRAM AND SERVICE FEES	10,556,833	10,556,833	10,556,833	10,900,365	343,532	3%
280-FEES FOR SERVICES	1,455,222	1,455,222	1,455,222	1,371,332	(83,890)	-6%
285-MISCELLANEOUS REVENUES	1,020,617	1,225,617	1,225,617	1,917,863	692,246	56%
295-ASSESSMENT REVENUE	2,808,750	2,808,750	2,808,750	3,073,578	264,828	9%
TOTAL OPERATING REVENUE	169,723,615	170,002,614	170,002,614	173,851,810	3,849,196	2%
300-TRANSFERS IN	3,106,199	3,106,199	3,106,199	3,073,285	(32,914)	-1%
TOTAL REVENUES & SOURCES	172,829,814	173,108,813	173,108,813	176,925,095	3,816,282	2%

CITY OF IRVINE BUDGET UPDATE - JUNE 2016

Page 3

Chart 1 features the City's top five revenue categories, which account for 88.3 percent of the City's total annual budgeted revenues (not including transfers-in). Each of the top five revenues is discussed in detail following the table.

Chart 1 – Top Five Revenue Sources: Year-to-Date (YTD) Revenue Receipts



Top Five Revenue Categories:

Sales Tax revenues year-to-date of \$65,619,926 were over budget expectations by \$1,089,926, or 1.7 percent. The positive results reflect steady activity across almost all segments, with an overall increase in point-of-sale (POS) purchases of 6 percent. The largest increases in POS were in the categories of Business & Industry and Restaurants & Hotels.

This year saw the winding down of the Bradley Burns Sales and Use Tax reduction (commonly known as the “Triple Flip”). In prior years, the state would borrow (withhold) ¼ of sales taxes from agencies and reimburse them in the subsequent year through two “backfill” payments a year (January and May). This revenue exchange ended on December 31, 2015, and the final backfill payment of \$7,894,255 was remitted to the City by the end of the fiscal year.

Sales taxes are collected by the state and distributed to local governments on a monthly estimated/quarterly “catch up” basis, where sales taxes are advanced monthly and then reconciled to actual receipts on a quarterly basis. This catch-up payment may be negative if the actual receipts were lower than the advances. The catch-up months are September, December, March and June. Payments received in July and August are accrued back to the previous fiscal year. Sales tax provides 38 percent of annual budgeted General Fund operating revenues.

	Sales Tax			
	Y-T-D Estimate	Y-T-D Actual	\$ Variance	% Variance
1st Qtr	4,775,225	4,797,437	22,212	0%
Oct	7,100,590	7,975,787	875,197	12%
Nov	11,181,937	12,206,976	1,025,039	9%
Dec	15,444,115	16,349,451	905,336	6%
Jan	21,059,534	21,906,040	846,506	4%
Feb	25,558,110	26,401,876	843,766	3%
Mar	30,999,200	31,183,792	184,592	1%
Apr	35,026,242	34,913,691	(112,551)	0%
May	41,889,670	41,763,324	(126,346)	0%
June	64,530,000	65,619,926	1,089,926	2%

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Property Tax revenues of \$55,204,528 for the fiscal YTD were over budget estimates by \$694,528, or 1.3 percent, and were \$4,484,575, or 8.8 percent, higher than the same period in the prior fiscal year. This is primarily attributed to the higher than expected increase in the City's assessed valuation, which increased more than 9 percent in the last fiscal year. This increase in assessed valuation is a combination of construction of new units and the increase in the City's median single family home price.

Revenues from Property Taxes are largely received by the City in the months of December and April. Property tax provides 32.1 percent of annual budgeted General Fund operating revenues.

Property Tax				
	Y-T-D Estimate	Y-T-D Actual	\$ Variance	% Variance
1st Qtr	969,432	740,612	(228,820)	-24%
Oct	1,068,327	838,202	(230,125)	-22%
Nov	3,745,816	4,005,197	259,381	7%
Dec	17,966,612	18,148,650	182,038	1%
Jan	29,377,590	29,824,238	446,648	2%
Feb	29,438,005	29,838,136	400,131	1%
Mar	31,237,160	31,900,880	663,720	2%
Apr	42,534,429	42,895,549	361,120	1%
May	53,401,409	54,366,878	965,469	2%
June	54,510,000	55,204,528	694,528	1%

Hotel Tax revenues of \$12,294,312 for the fiscal YTD were over budget estimates by \$1,059,312, or 9.4 percent. This revenue source is strongly impacted by changes in economic conditions as Irvine hotels are heavily dependent on business travel and meetings. Compared to the prior fiscal year, revenues were up by \$1,522,223, or 14.1 percent. The increase in this revenue source is partly due to a new hotel opening in July 2015, as well as overall increases in occupancy rates and room rates throughout the City. Hotel tax provides 6.6 percent of annual budgeted General Fund operating revenues.

Hotel Tax				
	Y-T-D Estimate	Y-T-D Actual	\$ Variance	% Variance
1st Qtr	2,285,908	2,419,590	133,682	6%
Oct	3,080,858	3,432,089	351,231	11%
Nov	4,148,702	4,490,715	342,013	8%
Dec	4,953,951	5,310,920	356,969	7%
Jan	5,691,608	6,102,515	410,907	7%
Feb	6,538,195	7,026,488	488,293	7%
Mar	7,496,567	8,050,891	554,324	7%
Apr	8,513,790	9,198,862	685,072	8%
May	9,454,111	10,202,259	748,148	8%
June	11,235,000	12,294,312	1,059,312	9%

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Program & Service Fees revenues of \$10,900,365 for the fiscal YTD were over budget estimates by \$343,532, or 3.3 percent. Compared to last fiscal year, revenues in this category were up \$805,463, or 8.0 percent. Program and service fees provide 6.2 percent of annual budgeted General Fund operating revenues.

Program & Service Fees				
	Y-T-D Estimate	Y-T-D Actual	\$ Variance	% Variance
1st Qtr	3,815,600	3,717,312	(98,288)	-3%
Oct	4,613,918	4,506,571	(107,346)	-2%
Nov	5,352,420	5,250,718	(101,702)	-2%
Dec	5,732,152	5,724,531	(7,622)	0%
Jan	6,539,025	6,526,564	(12,461)	0%
Feb	7,385,957	7,295,477	(90,480)	-1%
Mar	8,088,691	8,078,071	(10,620)	0%
Apr	9,064,448	9,007,902	(56,546)	-1%
May	9,826,232	9,843,843	17,611	0%
June	10,556,833	10,900,365	343,532	3%

Franchise Tax revenues of \$9,170,175 for the fiscal YTD were under budget estimates by \$91,689 or -1.0 percent due to lower than estimated receipts through June. This is primarily attributed to the slight decrease in cable franchise revenue from the increasing prevalence of alternative entertainment options, including satellite television and online streaming service subscriptions. Staff will continue to monitor this revenue source and report out as appropriate.

Revenues are received as a percentage of gross sales within the City from Southern California Edison, Southern California Gas Company, Cox Communications and Waste Management. These revenues are usually received in specific months starting in October. Approximately 90 percent of each year's revenues are typically received in the second half of the fiscal year, with the largest payment from Southern California Edison usually received in April. Compared to the same period last fiscal year, franchise tax revenues were up \$277,421, or 3.1 percent. Franchise Tax provides 5.4 percent of annual budgeted General Fund operating revenues.

Franchise Tax				
	Y-T-D Estimate	Y-T-D Actual	\$ Variance	% Variance
1st Qtr	\$ 2,398	\$ 3,339	\$ 941	39%
Oct	\$ 275,670	\$ 251,379	\$ (24,291)	-9%
Nov	\$ 1,174,840	\$ 1,079,063	\$ (95,777)	-8%
Dec	\$ 1,176,728	\$ 1,125,644	\$ (51,083)	-4%
Jan	\$ 1,204,108	\$ 1,150,956	\$ (53,152)	-4%
Feb	\$ 2,344,288	\$ 2,256,907	\$ (87,381)	-4%
Mar	\$ 2,398,678	\$ 2,261,926	\$ (136,752)	-6%
Apr	\$ 7,314,354	\$ 6,819,303	\$ (495,051)	-7%
May	\$ 8,203,423	\$ 8,082,748	\$ (120,676)	-1%
June	\$ 9,261,864	\$ 9,170,175	\$ (91,689)	-1%

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All Other Revenue Categories

Utility Users Tax (Page 1, Type 235) revenues of \$4,863,122 were over budget estimates by \$76,122, or 1.6 percent, primarily due to higher than anticipated phone utility receipts. Utility Users Tax is a 1.5 percent tax on electricity, gas and telephone charged to all commercial users within the City of Irvine. This tax is calculated by each utility company and added to the customer's bill, or customers may select an optional \$5,000 (maximum pay) payment.

Compared to the same period in the prior fiscal year, revenues were up \$301,842, or 6.6 percent.

The Revenue By Object Recap Summary Report (Attachment 3) provides details about the City's General Fund revenues. These revenue narratives include a reference to the report by page number and revenue type as a source of additional information.

Fines and Forfeitures (Page 1, Type 255) revenues of \$1,453,092 were under budget estimates by \$-378,649, or -20.7 percent, primarily due to lower than anticipated fines and forfeitures for parking revenues, parking bail and moving violations. Compared to last year revenues were down \$-77,892, or -5.1 percent.

Documentary Transfer Tax (Page 1, Type 225) revenues of \$3,761,506 were over budget estimates by \$261,506, or 7.5 percent. This is a tax paid as a percentage of sale proceeds from the transfer of real property, with the City and County each receiving \$0.55 per \$1,000 of the sale price value of the property. Documentary transfer tax revenue corresponds directly with the number of real estate transactions that occur in Irvine and are often unpredictable. Compared to the same period in the prior fiscal year, year-to-date revenues were up \$207,350, or 5.8 percent.

Licenses and Permits (Page 1, Type 250) revenues of \$508,808 were under budget estimates by \$-705,218, or -58.1 percent due to Ordinance 15-05, which eliminated the business license tax effective August 2015. Compared to the same period in the prior fiscal year, revenues were down \$-721,778, or -58.7 percent.

Miscellaneous Revenues (Pages 2-3, Type 285) of \$1,917,863 were over budget estimates by \$692,246, or 56.0 percent due primarily to revenues related to State mandated programs reimbursable through Senate Bill 90 (SB 90), with approximately \$319,000 received as of June 2016. SB 90 provides local agencies reimbursements for new State mandated programs or when existing programs are required to have an increased level of service. SB 90 reimbursements from the state fluctuate from year to year. However, the State has completed its reimbursements in the current fiscal year and has not included any of these reimbursements in its FY 2016-17 proposed budget. Additionally, the City received a final distribution of the remaining amounts in the indemnification reserve (plus accumulated interest) totaling \$191,210 related to the 2000 County Bankruptcy Litigation.

Fees for Services (Page 2, Type 280) revenues of \$1,371,332 were under budget estimates by \$-83,890, or 6 percent primarily in the Community Services department. This variance is explained further in the department analysis pages.

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Other Agency Revenue (Page 1, Type 260) of \$3,291,255 was over budget estimates by \$512,422, or 18.4 percent due to higher than anticipated Landfill Host Fee revenue. Compared to the same period in the prior fiscal year, revenues were down \$-236,271, or -6.7 percent, due to a Public Safety security service contract for new development that expired at the end of FY 2014-15. Once the property was developed, security services were no longer needed.

Development Fees (General Fund Only) (Pages 1-2, Type 262) revenues of \$421,948 were over budget estimates by \$114,220, or 37.1 percent. Compared to the same period in the prior fiscal year, revenues were up \$84,912, or 25.2 percent due to an increase in development activity.

Assessment Revenue (Page 3, Type 295) of \$3,073,578 was over budget estimates by \$264,828, or 9.4 percent. Assessment Revenue is a 2 percent assessment, in addition to the City's 8 percent hotel tax, applied to the cost of hotel rooms. This revenue is collected for the City's Business (Hotel) Improvement District with 1.5 percent of the 2 percent assessment designated for the Irvine Chamber of Commerce and the remaining 0.5 percent used for City cultural activities. Compared to the prior fiscal year, revenues were up \$380,556, or 14.1 percent.

GENERAL FUND EXPENDITURES

Operating expenditures and transfers-out at the end of June totaled \$189,603,475, which were \$8,190,214, or 4.1 percent, under estimates (current year estimated to current year actual).

Table 2 – Expenditures by Budget Category

FISCAL YEAR 2015 - 2016						
ALL EXPENDITURES	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
USES	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
100-SALARIES AND BENEFITS	107,898,217	108,723,946	108,723,946	103,906,205	4,817,741	4%
103-OVERTIME	1,828,253	1,844,044	1,844,044	2,623,165	(779,121)	-42%
105-SUPPLIES	4,540,812	4,475,282	4,475,282	4,139,946	335,336	7%
110-INTERNAL SERVICES	15,849,899	15,849,899	15,849,899	15,839,210	10,689	0%
120-CONTRACT SERVICES	21,836,218	23,323,169	23,323,169	19,863,216	3,459,953	15%
130-TRAINING AND BUSINESS EXPENSE	1,017,221	1,017,221	1,017,221	813,647	203,574	20%
135-UTILITIES	2,529,625	2,529,625	2,529,625	2,344,002	185,623	7%
140-CAPITAL EQUIPMENT	341,367	380,367	380,367	388,940	(8,573)	-2%
150-MISCELLANEOUS	3,151,663	3,434,661	3,434,661	3,642,158	(207,497)	-6%
175-REPAIRS AND MAINTENANCE	807,896	830,530	830,530	697,834	132,696	16%
200-LESS COST ALLOCATED	(232,000)	(232,000)	(232,000)	(271,794)	39,794	17%
TOTAL OPERATING EXPENDITURES	159,569,171	162,176,744	162,176,744	153,986,529	8,190,215	5%
205-TRANSFERS OUT	13,247,000	35,616,946	35,616,946	35,616,946	-	0%
TOTAL EXPENDITURES & USES	172,816,171	197,793,690	197,793,690	189,603,475	8,190,215	4%

Compared to the prior fiscal year, total operating expenditures were up \$10,755,116, or 7.5 percent, and \$13,483,397, or 9.6 percent, above expenditures for FY 2013-14.

Salaries and Benefits were \$4,817,743, or 4.4 percent, under the budget estimate of \$108,723,948. Overtime was over budget estimates by \$779,121, or 42.3 percent, primarily consisting of overtime hours worked to backfill vacant positions. Supplies and Training/Business Expense

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combined were \$538,910, or 9.8 percent under budget estimates. Contract Services expenditures were \$3,459,953, or 15.0 percent, under the budget estimate.

Utilities expenditures (electricity, water and gas) vary seasonally and are greatly affected by weather conditions, but year-to-date were under budget estimates by \$185,623, or 7.3 percent. Miscellaneous expenditures were over budget estimates by \$207,497, or 6.0 percent largely due to the increase in Irvine Hotel Improvement District assessments paid.

At year-end expenditures for all departments, except Non-Departmental, were under budget estimates. The Non-Departmental section includes expenditures for community support/grants, City paid property taxes and assessments, as well as the Irvine Hotel Improvement District assessment pass through payments.

Table 3 – Expenditures by Department

FISCAL YEAR 2015 - 2016						
ALL EXPENDITURES BY DEPARTMENT	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
0-CITY MANAGER	8,090,244	8,508,524	8,508,524	7,968,720	539,804	6%
1-ADMINISTRATIVE SERVICES	7,535,904	7,575,311	7,575,311	6,912,498	662,813	9%
2-COMMUNITY DEVELOPMENT	11,385,578	12,144,898	12,144,898	10,889,317	1,255,581	10%
3-COMMUNITY SERVICES	33,771,703	34,142,865	34,142,865	32,230,985	1,911,880	6%
4-PUBLIC SAFETY	68,798,778	69,320,715	69,320,715	67,653,740	1,666,975	2%
5-PUBLIC WORKS	26,361,901	26,830,324	26,830,324	24,625,888	2,204,436	8%
9-NON-DEPARTMENTAL	3,625,063	3,654,107	3,654,107	3,705,382	(51,275)	-1%
TOTAL OPERATING EXPENDITURES	159,569,171	162,176,744	162,176,744	153,986,529	8,190,215	5%
205-TRANSFERS OUT	13,247,000	35,616,946	35,616,946	35,616,946	-	0%
TOTAL EXPENDITURES & USES	172,816,171	197,793,690	197,793,690	189,603,475	8,190,215	4%

STAFFING

The General Fund Salaries & Benefits table and chart (on the next page) show the current fiscal year model (estimate), and current year actual expenditures for each department. All salary related costs are modeled on a pay period basis (i.e. total salary and benefits budget divided by 26, multiplied by the number of pay periods in each month), with adjustments made to account for the expected year-end payroll accrual process, the timing of quarterly contributions to the Compensated Absences Fund and other expected irregular impacts associated with the annual payroll calendar. Additionally, pension costs were budgeted in accordance with the Accelerated Pension Liability Paydown Plan (the “Plan”), at the full employer contribution rate provided by CalPERS.

General Fund Salaries and Benefits expenditures are \$4,817,743, or 4.4 percent lower than budgeted amounts for FY 2015-16, and can be attributed to two major reasons: vacancies and the effect of the Plan. In accordance with the Plan, the City captured the rate savings resulting from the accelerated payment, which amounted to \$282,000 for the fiscal year. Additionally, the City prepaid the employer pension cost in a single lump sum at the beginning of the year, taking advantage of the prepayment savings of \$1,547,000. These combined savings related to the Plan total \$1,829,000. The remaining savings in this category, \$2,988,700, are a result of vacancies, which averaged approximately 52 FTE’s for the fiscal year.

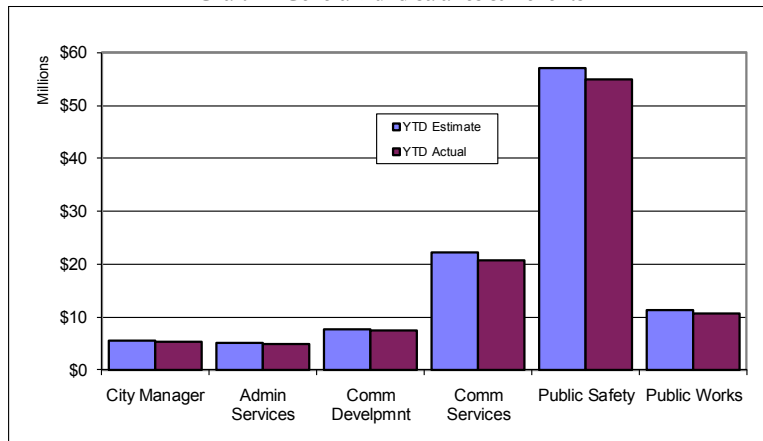
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Table 4 – General Fund Salary & Benefits Expenditures

	YTD Estimate	YTD Actual	(Over) / Under	
City Manager	\$5,438,197	\$5,238,742	199,455	3.7%
Admin Services	5,091,669	4,888,620	203,049	4.0%
Comm Develpmnt	7,652,644	7,493,611	159,033	2.1%
Comm Services	22,199,421	20,685,113	1,514,308	6.8%
Public Safety	57,123,533	55,033,084	\$2,090,449	3.7%
Public Works	11,218,700	10,567,035	651,665	5.8%
TOTAL	\$108,724,164	\$103,906,205	\$4,817,959	4.4%

Chart 2 – General Fund Salaries & Benefits



Overtime Expenditures

Table 5 and the accompanying charts show the fiscal year-end estimate and year-end actual expenditures for each department.

Table 5 – General Fund Overtime Expenditure

	YTD Estimate	YTD Actual	(Over) / Under	
City Manager	\$9,074	\$2,585	6,489	71.5%
Admin Services	7,564	747	6,817	90.1%
Comm Develpmnt	33,787	25,982	7,805	23.1%
Comm Services	13,111	60,169	(47,058)	-358.9%
Public Safety	1,750,888	2,484,682	(\$733,794)	-41.9%
Public Works*	29,621	49,000	(19,379)	-65.4%
TOTAL	\$1,844,044	\$2,623,165	(\$779,121)	-42.3%

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Chart 3 – General Fund Overtime

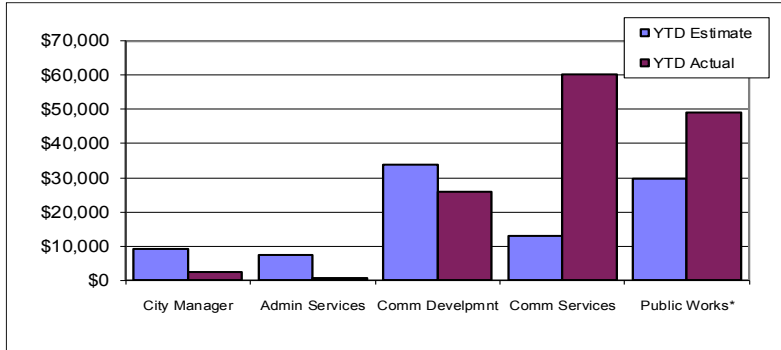
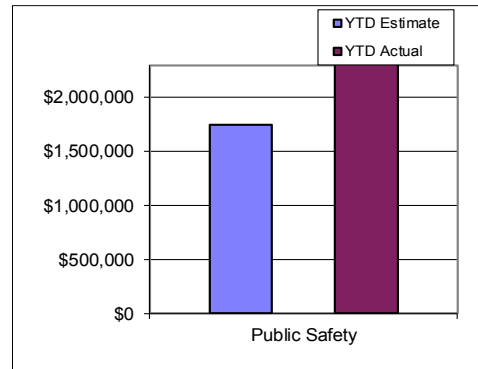


Chart 4 – Public Safety General Fund Overtime



*Approximately 57% of budgeted Public Works overtime is related to Public Safety assistance

Overtime exceeded budget estimates by \$779,121 for the year ended June 30, 2016. This variance is explained further within the department analysis pages. While overtime has exceeded budget estimates, this was mainly to backfill for vacancies.

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Vacancies

Below are the vacancies by department at the end of the fiscal year. Table 6 shows the number of vacancies and the vacancy rate by department. Table 7 shows the average vacancies for the fiscal year. The recruitment process is ongoing and the number of vacant positions fluctuates from month to month due to a variety of factors. One factor is the turnover rate, with an average of 5.92 positions vacated per month during the fiscal year. In FY 2015-16, the average number of employees hired has been 8.08 per month.

Table 6 – Vacancies (by Department)

AUTHORIZED & VACANT POSITIONS (FT)			
JUNE 2016			
<u>DEPARTMENT</u>	<u>AUTHORIZED</u>	<u>VACANT</u>	<u>RATE</u>
CITY MANAGER	39.0	0	0.0%
ADMINISTRATIVE SERVICES	52.0	3	5.8%
COMMUNITY DEVELOPMENT	109.0	0	0.0%
COMMUNITY SERVICES	121.0	10	8.3%
PUBLIC SAFETY - NON SWORN	92.0	6	6.5%
PUBLIC SAFETY - SWORN	217.0	5	2.3%
PUBLIC WORKS	147.0	14	9.5%
ALL	777.0	38	4.9%

Table 7 – Average Vacancies (by Department)

AVERAGE VACANCY RATE			
THROUGH JUNE 2016			
<u>DEPARTMENT</u>	<u>AUTHORIZED</u>	<u>AVERAGE VACANCY</u>	<u>AVERAGE RATE</u>
CITY MANAGER	39.0	0.8	1.9%
ADMINISTRATIVE SERVICES	52.0	4.0	7.7%
COMMUNITY DEVELOPMENT	109.0	2.2	2.0%
COMMUNITY SERVICES	121.0	15.5	12.8%
PUBLIC SAFETY	309.0	12.3	4.0%
PUBLIC WORKS	147.0	17.4	11.8%
ALL	777.0	52.1	6.7%

Vacancies as of June 30, 2016 by department and by title:

Administrative Services – 3

Management Analyst I
Senior Human Resources Analyst
Manager, Technology and Innovation

Community Services - 10

Administrative Secretary
CS Specialist
CS Supervisor
Environmental Programs Administrator
Manager, CS
Program Assistant
Program Specialist (3)
Senior Management Analyst

Public Safety – 11

Business Services Administrator
License Specialist
Police Officer (4)
Police Sergeant
PS Dispatcher II (3)
Senior Management Analyst

Public Works – 14

Administrative Aide
Associate Engineer
City Engineer
Engineering Technician
Facilities Maintenance Specialist
Facilities Maintenance Tech
Management Analyst I
Manager, Engineering
Project Development Administrator
Senior Civil Engineer
Street Maintenance Specialist
Street Maintenance Tech (2)
Supervising Transportation Analyst

*Vacancy rate represents a snapshot in time with variations attributed to employment transitions. Candidates in the academy or in the recruitment process are considered vacant positions.

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DEPARTMENT GENERAL FUND NARRATIVES:

The following department narratives discuss significant variances in General Fund expenditures and revenues.

City Manager’s Office

FISCAL YEAR 2015 - 2016						
0-CITY MANAGER'S OFFICE	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
USES	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
100-SALARIES AND BENEFITS	5,395,984	5,438,178	5,438,178	5,238,742	199,436	4%
103-OVERTIME	9,000	9,074	9,074	2,585	6,489	72%
105-SUPPLIES	252,700	252,698	252,698	178,883	73,815	29%
110-INTERNAL SERVICES	823,605	823,605	823,605	823,605	-	0%
120-CONTRACT SERVICES	1,252,800	1,628,814	1,628,814	1,475,561	153,253	9%
130-TRAINING AND BUSINESS EXPENSE	315,025	315,025	315,025	243,213	71,812	23%
135-UTILITIES	4,000	4,000	4,000	3,373	627	16%
175-REPAIRS AND MAINTENANCE	37,130	37,130	37,130	2,758	34,372	93%
TOTAL OPERATING EXPENDITURES	8,090,244	8,508,524	8,508,524	7,968,720	539,804	6%

Department expenditures were under budget estimates by \$539,804, or 6 percent. Salaries and benefits were under budget estimates by \$199,436 or 4 percent primarily due to vacancies. Overtime was \$6,489 or 72 percent lower than estimates due to fewer than anticipated meetings and events outside of normal work hours. Supplies were under budget by \$73,815, or 29 percent due to lower than anticipated usage through May. Contract Services were under budget by \$153,253 or 9 percent mainly due to lower than anticipated records preservation contract costs in the Records Division. Training and Business Expense was under budget estimates primarily due to a delayed membership invoice, which was billed in the subsequent fiscal year, as well as lower than anticipated membership dues in the City Council section. Repairs and maintenance was \$34,372 or 93 percent lower than estimates due to lower than anticipated repair and maintenance services for ICTV equipment.

FISCAL YEAR 2015 - 2016						
0-CITY MANAGER'S OFFICE	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
SOURCES	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
265-PROGRAM AND SERVICE FEES	1,000	1,000	1,000	-	(1,000)	-100%
280-FEES FOR SERVICES	35,000	35,000	35,000	47,796	12,796	37%
285-MISCELLANEOUS REVENUES	8,500	8,500	8,500	100,992	92,492	1088%
TOTAL OPERATING REVENUES	44,500	44,500	44,500	148,788	104,288	234%

Revenues outperformed budget estimates by \$104,288, or 234 percent. Fees for Services revenue came in higher than expected, primarily due to document storage fees received when applicants apply for permits in the Community Development department. Miscellaneous revenues were over budget estimates by \$92,492 due to SB 90 reimbursement payments from the State relating to absentee ballots and Brown Act open meetings.

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Administrative Services

FISCAL YEAR 2015 - 2016						
1-ADMINISTRATIVE SERVICES USES	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
100-SALARIES AND BENEFITS	5,052,294	5,091,637	5,091,637	4,888,620	203,017	4%
103-OVERTIME	7,500	7,564	7,564	747	6,817	90%
105-SUPPLIES	135,544	135,544	135,544	155,422	(19,878)	-15%
110-INTERNAL SERVICES	995,086	995,086	995,086	995,086	-	0%
120-CONTRACT SERVICES	1,265,305	1,265,305	1,265,305	772,335	492,970	39%
130-TRAINING AND BUSINESS EXPENSE	92,175	92,175	92,175	96,541	(4,366)	-5%
135-UTILITIES	-	-	-	800	(800)	0%
175-REPAIRS AND MAINTENANCE	-	-	-	11,630	(11,630)	0%
200-LESS COST ALLOCATED	(12,000)	(12,000)	(12,000)	(8,683)	(3,317)	-28%
TOTAL OPERATING EXPENDITURES	7,535,904	7,575,311	7,575,311	6,912,498	662,813	9%

Department expenditures were \$662,813 or 9 percent under budget expectations. Expenditure categories under budget include Salaries and Benefits by \$203,017 or 4 percent due to vacant positions; Overtime by \$6,817, or 90 percent due to lower than anticipated usage; and Contract Services by \$492,970 or 39 percent due to less than anticipated personnel-related contract costs in Human Resources. The Supplies budget was over budget estimates by \$19,878, or 15 percent for facility upgrades.

FISCAL YEAR 2015 - 2016						
1-ADMINISTRATIVE SERVICES SOURCES	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
262-DEVELOPMENT FEES	6,000	6,000	6,000	4,885	(1,115)	-19%
280-FEES FOR SERVICES	302,063	302,063	302,063	288,465	(13,598)	-5%
285-MISCELLANEOUS REVENUES	61,726	61,726	61,726	113,679	51,953	84%
TOTAL OPERATING REVENUES	369,789	369,789	369,789	407,029	37,240	10%

Department revenues outperformed budget estimates by \$37,240 or 10 percent. Fees for Services includes reimbursement for staff time spent on assessment districts and were under budget estimates by \$13,598 or 5 percent due to a vacancy being filled temporarily with less costs than budgeted. Miscellaneous Revenues had a favorable variance of \$51,953, or 84 percent primarily due to unbudgeted state mandated reimbursements for investment and business tax reporting.

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Community Development

FISCAL YEAR 2015 - 2016						
2-COMMUNITY DEVELOPMENT USES	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
100-SALARIES AND BENEFITS	7,593,580	7,652,614	7,652,614	7,493,611	159,003	2%
103-OVERTIME	33,500	33,787	33,787	25,982	7,805	23%
105-SUPPLIES	188,300	188,300	188,300	187,715	585	0%
110-INTERNAL SERVICES	1,774,566	1,774,566	1,774,566	1,774,566	-	0%
120-CONTRACT SERVICES	1,650,782	2,350,781	2,350,781	1,319,658	1,031,123	44%
130-TRAINING AND BUSINESS EXPENSE	104,850	104,850	104,850	64,437	40,413	39%
140-CAPITAL EQUIPMENT	40,000	40,000	40,000	24,890	15,110	38%
150-MISCELLANEOUS	-	-	-	10	(10)	0%
200-LESS COST ALLOCATED	-	-	-	(1,552)	1,552	0%
TOTAL OPERATING EXPENDITURES	11,385,578	12,144,898	12,144,898	10,889,317	1,255,581	10%

Department expenditures were \$1,255,581 or 10 percent lower than anticipated. While overtime was \$7,805, or 23 percent below budget estimates, this was a reflection of more employees opting to be compensated for overtime as additional leave time, as well as a decrease in need through May. Contract Services were \$1,031,123 or 44 percent below budgeted levels due to lower than anticipated expenses on water quality permits for the year as well as delayed invoices for the General Plan Update. The department extended the community outreach portion of the update to obtain enhanced feedback and comments from the Irvine Community, delaying the remainder of the project until FY 16-17. Training and Business Expenses were under budget estimates by \$40,413 or 39 percent due to lower than anticipated professional development.

FISCAL YEAR 2015 - 2016						
2-COMMUNITY DEVELOPMENT SOURCES	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
255-FINES & FORFEITURES	7,500	7,500	7,500	8,900	1,400	19%
262-DEVELOPMENT FEES	260,000	260,000	260,000	285,514	25,514	10%
280-FEES FOR SERVICES	40,000	40,000	40,000	41,301	1,301	3%
285-MISCELLANEOUS REVENUES	53,100	53,100	53,100	50,020	(3,080)	-6%
TOTAL OPERATING REVENUES	360,600	360,600	360,600	385,735	25,135	7%

Overall, department revenues are \$25,135 or 7 percent over budget. Fines and Forfeitures are \$1,400 or 19% over budget due to more code enforcement fees collected than anticipated. Development Fees are \$25,514 or 10 percent over budget due to increased applications for minor, over-the-counter building permits.

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Community Services

FISCAL YEAR 2015 - 2016						
3-COMMUNITY SERVICES USES	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
100-SALARIES AND BENEFITS	22,047,068	22,199,352	22,199,352	20,685,113	1,514,239	7%
103-OVERTIME	13,000	13,111	13,111	60,169	(47,058)	-359%
105-SUPPLIES	1,681,889	1,625,694	1,625,694	1,683,086	(57,392)	-4%
110-INTERNAL SERVICES	3,129,241	3,129,241	3,129,241	3,129,241	-	0%
120-CONTRACT SERVICES	6,530,856	6,540,819	6,540,819	6,165,232	375,587	6%
130-TRAINING AND BUSINESS EXPENSE	155,982	155,982	155,982	80,134	75,848	49%
140-CAPITAL EQUIPMENT	200,367	207,367	207,367	134,740	72,627	35%
150-MISCELLANEOUS	-	257,999	257,999	285,108	(27,109)	-11%
175-REPAIRS AND MAINTENANCE	13,300	13,300	13,300	8,162	5,138	39%
TOTAL OPERATING EXPENDITURES	33,771,703	34,142,865	34,142,865	32,230,985	1,911,880	6%

Department expenditures were below budget estimates by \$1,911,880 or 6 percent. Salaries and Benefits were below budget estimates by \$1,514,239 or 7 percent and Overtime was above estimates by \$47,058 primarily due to vacancies and increased activities at Community Parks, Special Events, and the Animal Care Center. Supplies were over budget by \$57,392 or 4 percent due to more usage than anticipated. Contract Services were under budget estimates by \$375,587 or 6 percent due to a lower need for contract service in Environmental Programs, Animal Care and Child, Youth and Family sections. Training and Business Expense were under budget by \$75,848, or 49 percent, due to lower than anticipated professional development usage. Capital Equipment was under budget estimates by \$72,627 or 35 percent due to lower than expected client tracking software and hardware costs for Trabuco Center as well as a delay on the purchase of kitchen equipment for the Senior section. Miscellaneous was over by \$27,109 or 11 percent due to higher than anticipated bank charges. Repairs and maintenance was under budget \$5,138 or 39 percent due to less than anticipated maintenance work performed on City-owned golf carts.

FISCAL YEAR 2015 - 2016						
3-COMMUNITY SERVICES SOURCES	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
245-FRANCHISE TAX	845,000	845,000	845,000	905,229	60,229	7%
250-LICENSES & PERMITS	265,000	265,000	265,000	251,326	(13,674)	-5%
260-REVENUE FROM OTHER AGENCIES	343,700	412,835	412,835	380,816	(32,019)	-8%
265-PROGRAM AND SERVICE FEES	10,519,297	10,519,297	10,519,297	10,862,365	343,068	3%
280-FEES FOR SERVICES	650,000	650,000	650,000	527,462	(122,538)	-19%
285-MISCELLANEOUS REVENUES	329,188	329,188	329,188	462,445	133,257	40%
TOTAL OPERATING REVENUES	12,952,185	13,021,320	13,021,320	13,389,643	368,323	3%

Revenues were above budget estimates by \$368,323 or 3 percent. Program and Service Fees came in above budget expectations by \$343,068 or 3 percent with better participation than anticipated in Child Services (i.e. Camps, After-School and Intersession programs), Fee Classes (contractor led) and Recreation Programs. Fees for Services were \$122,538 or 19 percent below budget estimates due to lower revenue received for advertisements combined with lower animal impound and adoption fees. Miscellaneous Revenues outperformed budget estimates by \$133,257, or 40 percent. This positive

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variance is due to an SB 90 reimbursement for animal care expenditures incurred in prior fiscal years for compliance with state mandates combined with higher than budgeted utility rebates.

Public Safety

FISCAL YEAR 2015 - 2016						
4-PUBLIC SAFETY	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
USES	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
100-SALARIES AND BENEFITS	56,675,674	57,123,500	57,123,500	55,033,084	2,090,416	4%
103-OVERTIME	1,735,883	1,750,888	1,750,888	2,484,682	(733,794)	-42%
105-SUPPLIES	1,289,652	1,312,320	1,312,320	1,273,222	39,098	3%
110-INTERNAL SERVICES	6,588,300	6,588,300	6,588,300	6,577,611	10,689	0%
120-CONTRACT SERVICES	1,425,514	1,439,316	1,439,316	1,206,522	232,794	16%
130-TRAINING AND BUSINESS EXPENSE	281,489	281,489	281,489	284,206	(2,717)	-1%
135-UTILITIES	31,700	31,700	31,700	8,653	23,047	73%
140-CAPITAL EQUIPMENT	18,000	18,000	18,000	105,564	(87,564)	-486%
150-MISCELLANEOUS	100	101	101	4,911	(4,810)	-4762%
175-REPAIRS AND MAINTENANCE	752,466	775,101	775,101	675,285	99,816	13%
TOTAL OPERATING EXPENDITURES	68,798,778	69,320,715	69,320,715	67,653,740	1,666,975	2%

Public Safety expenditures of \$67,653,740 were under budget estimates by \$1,666,975, or 2 percent. Salaries and Benefits were under estimates by \$2,090,416, or 4 percent, due primarily to vacancies. The recruiting process for Public Safety positions is ongoing with applicants in various stages of recruitment. The vacancy rate represents a snapshot in time with variations being attributed to employment transitions; candidates in the academy or in the recruitment process are considered vacant positions. Overtime expenditures were over budget estimates by \$733,794, or 42 percent, due to holidays and one-time factors, including staffing community events, vacancies and medical leaves. The timing of these events lead to staffing shortages, which increase the usage of overtime to maintain minimum staffing standards. Contract Services were under budget estimates by \$232,794, or 16 percent, primarily due to the delayed start of planned projects and lower than expected needs for City Attorney services, phlebotomy services and outsourced patrol vehicle build services. Utilities were under estimates by \$23,047, or 73 percent, due to fewer than expected wireless expenditures. Capital Equipment was over budget estimates by \$87,564 due to a capitalized purchase of radio equipment for Communications and the purchase of a replacement Special Weapons and Tactics vehicle. Miscellaneous expenditures were over budget by \$4,810 due to higher than expected bank charges, a direct result of higher program and service fee revenues. Repairs and Maintenance were under budget estimates by \$99,816, or 13 percent, due to lower than anticipated maintenance costs on several technology and communications systems.

FISCAL YEAR 2015 - 2016						
4-PUBLIC SAFETY	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
SOURCES	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
220-SALES TAX	423,000	423,000	423,000	363,443	(59,557)	-14%
250-LICENSES & PERMITS	949,026	949,026	949,026	257,482	(691,544)	-73%
255-FINES & FORFEITURES	1,824,241	1,824,241	1,824,241	1,444,192	(380,049)	-21%
260-REVENUE FROM OTHER AGENCIES	62,910	62,910	62,910	30,874	(32,036)	-51%
280-FEES FOR SERVICES	233,159	233,159	233,159	261,436	28,277	12%
285-MISCELLANEOUS REVENUES	112,973	112,973	112,973	301,211	188,238	167%
TOTAL OPERATING REVENUES	3,605,309	3,605,309	3,605,309	2,658,638	(946,671)	-26%

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Public Safety revenues of \$2,658,638 were under budget estimates by \$946,671, or 26 percent. Sales tax was under budget estimates by \$59,557 or 14 percent due to a decreased share of Public Safety Augmentation Fund (PSAF) sales tax revenue allocated through the County. Recently, the City was informed by our sales tax consultant that the City should expect to receive lower state funding for this revenue source as a result of an audit that determined the State Board of Equalization miscalculated sales tax allocations. Licenses and Permits revenue were under estimates by \$691,544, or 73 percent, due to Ordinance 15-05, which eliminated the business license tax effective August 2015. Fines and Forfeitures revenue were under budget estimates by \$380,049, or 21 percent, primarily due to lower than expected fines and forfeitures revenue for parking violations, parking bail, red light violations and motor vehicle violations. Revenue from Other Agencies was under budget estimates by \$32,036 or 51 percent, due to lower than expected POST reimbursements. Fees for Services revenues were over budget estimates by \$28,277, or 12 percent, primarily due to higher than expected Booking Fee and Recovered Staff Cost revenue. Miscellaneous Revenues were over budget expectations by \$188,238, or 167 percent, due to higher than anticipated revenue from criminal cases and reimbursements for officers' time in court for subpoenas from prior years.

Public Works

FISCAL YEAR 2015 - 2016						
5-PUBLIC WORKS USES	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
100-SALARIES AND BENEFITS	11,133,617	11,218,665	11,218,665	10,567,035	651,630	6%
103-OVERTIME	29,370	29,621	29,621	49,000	(19,379)	-65%
105-SUPPLIES	992,727	960,727	960,727	661,617	299,110	31%
110-INTERNAL SERVICES	2,539,101	2,539,101	2,539,101	2,539,101	-	0%
120-CONTRACT SERVICES	9,237,461	9,620,585	9,620,585	8,570,655	1,049,930	11%
130-TRAINING AND BUSINESS EXPENSE	67,700	67,700	67,700	45,117	22,583	33%
135-UTILITIES	2,493,925	2,493,925	2,493,925	2,331,175	162,750	7%
140-CAPITAL EQUIPMENT	83,000	115,000	115,000	123,747	(8,747)	-8%
175-REPAIRS AND MAINTENANCE	5,000	5,000	5,000	-	5,000	100%
200-LESS COST ALLOCATED	(220,000)	(220,000)	(220,000)	(261,559)	41,559	19%
TOTAL OPERATING EXPENDITURES	26,361,901	26,830,324	26,830,324	24,625,888	2,204,436	8%

Department expenditures were under budget estimates by \$2,244,436 or 8 percent. Overtime was over budget by \$19,379 or 65 percent due to higher than anticipated after-hour service calls associated with traffic control required to support Public Safety department response calls. Expenditure categories under budget include Salaries and Benefits by \$651,630, or 6 percent due primarily to vacant positions; Supplies, Contract Services, and Capital Equipment were \$299,109, or 31 percent, \$1,089,930 or 11 percent, and \$8,747 or 8 percent below budget, respectively, primarily due to favorable unit pricing for Street and Facility Maintenance efforts; Training and Business Expense by \$22,583 or 33 percent due to workload impacts on planned training and business expenses; and Utilities by \$162,750, or 7 percent due to lower than anticipated usage. Repairs and Maintenance were \$5,000 or 100 percent under budget estimates due to radio equipment not needing repairs or maintenance this year.

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FISCAL YEAR 2015 - 2016						
5-PUBLIC WORKS SOURCES	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
245-FRANCHISE TAX	-	-	-	276,262	276,262	0%
260-REVENUE FROM OTHER AGENCIES	-	-	-	236	236	0%
262-DEVELOPMENT FEES	41,728	41,728	41,728	131,549	89,821	215%
265-PROGRAM AND SERVICE FEES	36,536	36,536	36,536	37,999	1,463	4%
280-FEES FOR SERVICES	195,000	195,000	195,000	204,618	9,618	5%
285-MISCELLANEOUS REVENUES	346,408	556,272	556,272	577,852	21,580	4%
TOTAL OPERATING REVENUES	619,672	829,536	829,536	1,228,516	398,980	48%

Department revenues outperformed budget estimates by \$398,981, or 48 percent. Franchise Tax revenues from Environmental Services programs were transferred from Community Services to Public Works in the month of June. As a result, the expected payment received in this month was included in this department's revenues and not included in Community Services. Development Fees had a positive variance of \$89,821, or 215 percent due to higher than anticipated development construction and Underground Service Alert fees.

Non-Departmental

FISCAL YEAR 2015 - 2016						
9-NON-DEPARTMENTAL USES	ANNUAL BUDGET		YTD BUDGET	YTD ACTUAL	VARIANCE	
	ADOPTED	ADJUSTED	JUNE	JUNE	(UNFAVORABLE)	PERCENT
120-CONTRACT SERVICES	473,500	477,550	477,550	353,252	124,298	26%
150-MISCELLANEOUS	3,151,563	3,176,563	3,176,563	3,352,128	(175,565)	-6%
TOTAL OPERATING EXPENDITURES	3,625,063	3,654,113	3,654,113	3,705,380	(51,267)	-1%
205-TRANSFERS OUT	13,247,000	35,616,946	35,616,946	35,616,946	-	0%
TOTAL EXPENDITURES & USES	16,872,063	39,271,059	39,271,059	39,322,326	(51,267)	0%

Non-Departmental expenditures and transfers-out of \$39,322,326 were over budget estimates by \$51,271. Contract services were \$124,296 or 26 percent under budget estimates due to the timing of Community Partnership Grant payments compared to previous years. Miscellaneous expenditures were over budget estimates due to the increase in Irvine Hotel Improvement District assessment pass through payments made, a direct result of an increase in hotel revenue activity.

SPECIAL FUNDS

A Special Funds Fund Balance report is provided quarterly (September, December, March and year-end). However, there are a few funds for which information is provided on a monthly basis. Table 8 provides information on budget and performance for selected special funds as of and for the year ended June 30, 2016, with more detailed information on each fund following the table

Table 8 – Selected Special Funds Summary

As of June 30, 2016 Fund	Beginning Balance	Revenues			Expenditures			Transfers		Ending Balance
		Adjusted Budget	Y-T-D Revenues	% Received	Adjusted Budget	Y-T-D Expenditures	% Expended	In	Out	
Compensated Absences Fund (003)	4,111,831	2,023,969	1,990,218	98%	709,236	1,299,019	183%	0	0	4,803,030
Contingency Fund (006)	30,363,062	286,617	391,370	137%	0	0	0%	4,200,500	0	34,954,932
Insurance Fund (570)	2,305,709	8,337,020	8,266,210	99%	8,402,329	4,470,189	53%	0	0	6,101,730
Technology Fund (579)	3,659,481	8,855,232	8,981,722	101%	11,021,622	7,986,379	72%	0	0	4,654,824
Orange County Great Park (180)	312,526,696	23,949,921	8,381,186	35%	15,677,328	10,460,531	67%	0	1,020,140	309,427,211

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Compensated Absences Fund revenues were \$1,990,218 as of the end of June. Expenditures of \$1,299,019 were higher than anticipated due to separation payouts. At June 30, 2016 the fund balance was \$4,803,030.

Contingency Reserve Fund interest revenues were \$391,370 at June 30, 2016 with a fund balance of \$34,954,932.

Insurance Fund revenues of \$8,266,210 were within expected budget parameters. Revenues are received as a percentage of payroll from each department. Expenditures of \$4,470,189 were below expected budget parameters, partially due to lower claim costs than anticipated. For the fiscal year ended June 30, 2016, \$3,224,753 of the total expenditures in the fund were related to premiums and administrative costs. At June 30, 2016, the fund balance was \$6,101,730. Additionally, \$15,460,388 in liability expense has been set-aside within the fund to pay for future claims costs.

Technology Fund revenues were \$8,981,722 at June 30, 2016. Revenues are mainly received as regular transfers from each department (each department budgets for technology support costs in the General Fund). Expenditures of \$7,986,379 were within expected levels. At June 30, 2016, the fund balance was \$4,654,824.

Orange County Great Park Fund revenues were \$8,381,186 at the end of June, from a variety of sources including development agreements, Community Facility District funding, grants, admissions and rent. Expenditures of \$10,460,531 were within expected levels and consist of \$4,418,824 in salaries and benefits, \$3,642,833 in development and operational contract services, \$647,454 in balloon replacement costs and \$1,751,420 in other operating costs, which include utility costs of \$321,927, internal service charges of \$512,376 and insurance costs of \$208,484. At the end of June, the recorded fund balance of \$309,427,211 was comprised of the following:

Department of Finance Settlement Agreement	\$ 292,000,000
10 percent to the Irvine Community Land Trust	\$ (29,200,000)
Net Proceeds:	\$ 262,800,000 *
Rehabilitation Asset Management Plan Reserve	\$ 1,382,554
Available Fund Balance	\$ 45,244,657
Fund Balance:	\$ 309,427,211

* These funds are reserved separately within the fund for future appropriation by the City Council. As of June 30, 2016, \$11,944,202 has been received from the Department of Finance.

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QUARTERLY SPECIAL FUNDS REPORT
As of and for the Year Ended
JUNE 30, 2016

Fund	Fund Description	Beginning Fund Balance	Revenues	Expenses	Transfers-In	Transfers-Out	Ending Fund Balance
GENERAL FUND - SPECIAL FUNDS:							
001	GENERAL FUND	24,964,037	173,851,809	(153,986,528)	3,073,285	(35,616,946)	12,285,657
002	ASSET MANAGEMENT PLAN FUND	54,741,996	(5,529,759)	(5,000,000)	2,100,000	(291,483)	46,020,754
003	COMPENSATED ABSENCES FUND	4,111,831	1,990,218	(1,299,019)			4,803,030
005	DEVELOPMENT SERVICES FUND	1,182,111	4,650,986	(4,096,699)		(651,406)	1,084,993
006	CONTINGENCY RESERVE FUND	30,363,062	391,370		4,200,500		34,954,932
007	SCHOOL SUPPORT FUND	2,018,597	5,049	(3,865,775)	4,000,000		2,157,871
009	REVENUE CLEARING FUND	-	689,143	(689,143)			-
010	INFRASTRUCTURE & REHABILITAT'N	4,788,749	155,318	(593,059)	17,656,483	(2,483,692)	19,523,799
011	ORANGE COUNTY FIRE AUTHORITY	34,701	10,125				44,826
024	BUILDING & SAFETY FUND	3,704,897	14,051,191	(10,888,945)		(1,885,736)	4,981,407
027	DEVELOPMENT ENGINEERING FUND	992,352	2,170,029	(1,348,836)		(430,369)	1,383,177
	SUB-TOTAL	126,902,333	192,435,481	(181,768,005)	31,030,268	(41,359,632)	127,240,444
SPECIAL REVENUE FUNDS:							
111	GAS TAX FUND	8,864,992	5,571,266	(901,919)		(2,863,436)	10,670,904
112	LOCAL PARK FEES FUND	62,986,655	26,384,073			(17,385,306)	71,985,422
113	FEES & EXACTIONS FUND	7,282,955	2,904,175		142,292	(290,609)	10,038,812
114	HOME GRANT	1,526	682,621	(673,940)			10,207
118	SYSTEMS DEVELOPMENT FUND	18,979,293	16,214,678	(6,771)		(15,769,064)	19,418,136
119	LIGHTING, LANDSCAPE & PARK MNT	673,513	9,713,140	(16,635,519)	6,747,000		498,134
125	COMM DEVELOP BLOCK GRANT FUND	20,219	987,245	(932,428)			75,036
126	SENIOR SERVICES FUND	648,675	46,271	(30,107)			664,839
128	OFFICE ON AGING PROGRAMS FUND	152,125	501,517	(532,495)			121,147
130	AB2766 - AIR QUALITY IMPROVMNT	980,064	330,391	(186,163)		(238,968)	885,324
132	SLURRY SEAL SUR CHG FUND	978,673	497,069	(4,231,646)	4,231,115		1,475,212
136	PS SPECIAL SERVICES FUND	38,309	1,026,752	(967,815)		-	97,246
139	SUPPL LAW ENFORCEMENT SERVICES	429,581	493,191	(412,760)			510,012
143	PUBLIC SAFETY GRANTS	439,382	381,516	(426,562)		(5,774)	388,562
145	STRUCTURAL FIRE FUND	0	56,484	(56,484)			-
146	I SHUTTLE	1,818,490	3,001,975	(2,127,736)	107,129		2,799,858
147	IRVINE COMMUNITY LAND TRUST	27,527,444	15,064,052	(389,735)			42,201,761
149	SPECIAL PROGRAM GRANTS		3,435,182	(3,438,231)			(3,049)
151	ASSET FORFEITURE JUSTICE DEPT	560,548	610,358	(518,353)			652,553
152	ASSET FORFEITURE TREASURY DEPT	3,626	42	-			3,668
153	ASSET FORFEITURE STATE FUND	224,182	20,527	-			244,709
154	RENEWED MEASURE M2 FAIR SHARE	5,174,973	4,475,110	(137,626)		(4,234,360)	5,278,097
155	COMMUNITY SERVICES PROGRAMS	792,452	471,668	(500,210)	18,994		782,905
180	ORANGE COUNTY GREAT PARK	312,526,696	8,381,186	(10,460,531)		(1,020,140)	309,427,211
	SUB-TOTAL	451,104,374	101,250,491	(43,567,030)	11,246,530	(41,807,656)	478,226,709

CITY OF IRVINE
BUDGET UPDATE – JUNE 2016

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QUARTERLY SPECIAL FUNDS REPORT

As of and for the Year Ended

JUNE 30, 2016

Fund	Fund Description	Beginning Fund Balance	Revenues	Expenses	Transfers-In	Transfers-Out	Ending Fund Balance
CAPITAL PROJECTS FUNDS:							
203	CFD 2005-2 IMP COLUMBUS GROVE	456,100	17	(456,117)	-	-	-
204	CFD 2013-3 GREAT PARK	73,922,266	238,669	(60,352,395)	-	-	13,808,540
205	CFD 2004-1 IMP CENTRAL PARK	23,080	16,460,984	(6,242,964)	-	(4,248,766)	5,992,335
206	AD84-6/89-10 WESTPARK ASSESSMT	2,759,570	(30,642)	(1,326,590)	-	-	1,402,338
207	AD85-7 TECH CTR/IRV CTR/BIOSCN	1,343,249	1,184	-	-	-	1,344,433
208	AD87-8 SPECTRUM 5 NORTH	50,544	(1,004)	(87)	-	-	49,454
213	AD 94-13 OAKCREEK	490,346	602	(134,902)	-	-	356,046
214	AD 93-14 IRVINE SPECTRUM 6	23,236,359	70,590	(1,313,097)	-	-	21,993,852
215	AD 97-16 NORTHWEST IRVINE	17,964,328	44,295	(165,778)	-	-	17,842,845
216	AD 97-17 LOWER PETERS CANYON	32,636,887	60,894	(389,080)	-	-	32,308,701
217	AD00-18 SHADY CNYN/TURTLE RIDG	5,396,593	(82,150)	(2,777)	-	-	5,311,666
218	AD 03-19 NORTHERN SPHERE	8,983,730	22,992	(262,017)	-	-	8,744,704
219	AD 04-20 PORTOLA SPRINGS	1,266,092	18,160,097	(4,440,403)	-	-	14,985,787
220	AD 05-21 ORCHARD HILLS	9,091,435	14,013,981	(3,546,517)	-	-	19,558,899
221	AD 07-22 STONEGATE	8,247,888	1,644	(6,687,181)	-	-	1,562,351
223	AD 10-23 LAGUNA ALTURA	6,239,827	5,565	(1,615,841)	-	-	4,629,551
224	AD 11-24 CYPRESS VILLAGE	9,498,226	24,304	(461,110)	-	-	9,061,419
225	AD 13-25 PLANNING AREA 5B	(270,410)	29,156,305	(23,331,057)	-	-	5,554,838
250	CAPITAL IMPROV PROJ FUND - CIR	6,053,057	3,774,291	(6,706,779)	16,844,232	-	19,964,800
254	RAILROAD GRADE SEPARATION	(672,135)	13,847	(92,089)	-	-	(750,376)
260	CAPITAL IMPROV PROJ-NON CIRC	36,129,599	1,183,694	(8,928,504)	4,846,347	(18,994)	33,212,141
262	COL BILL BARBER MC MEMORIAL PK	2,036,483	23,553	-	-	-	2,060,036
270	NORTH IRVINE TRANSP MITIGATION	77,081,887	11,408,032	(361,937)	-	-	88,127,982
271	IRVINE BUSINESS COMPLEX	63,339,689	7,439,758	(1,185,341)	4,248,766	-	73,842,873
272	IBC TRANSPORTATION MGMT PROG	239,801	2,645	-	-	(107,129)	135,317
280	OCGP INFRASTRUCTURE	-	-	-	-	-	-
282	FEE DISTRICT NO. 92-1	(390,468)	424	-	-	-	(390,043)
286	GREAT PARK DEVELOPMENT FUND	1,802,296	125,366	(1,052,528)	18,163,154	-	19,038,289
	SUB-TOTAL	386,956,323	102,119,935	(129,055,090)	44,102,499	(4,374,889)	399,748,778
INTERNAL SERVICE FUNDS:							
501	INVENTORY	139,257	372,401	(361,786)	-	-	149,872
570	INSURANCE FUND	2,305,709	8,266,210	(4,470,189)	-	-	6,101,730
574	FLEET SERVICES FUND	9,112,438	5,149,114	(3,779,403)	181,718	(13,045)	10,650,822
578	TELEPHONE,MAIL,DUPLIC SRV FUND	1,210,128	2,833,224	(2,319,113)	-	-	1,724,239
579	STRATEGIC TECHNOLOGY PLAN FUND	3,659,481	8,981,722	(7,986,379)	-	-	4,654,824
580	CIVIC CENTER MAINT & OPERAT'NS	922,916	1,867,151	(1,546,731)	-	(5,793)	1,237,542
	SUB-TOTAL	17,349,929	27,469,822	(20,463,602)	181,718	(18,838)	24,519,029

CITY OF IRVINE
BUDGET UPDATE – JUNE 2016

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QUARTERLY SPECIAL FUNDS REPORT

As of and for the Year Ended

JUNE 30, 2016

Fund	Fund Description	Beginning Fund Balance	Revenues	Expenses	Transfers-In	Transfers-Out	Ending Fund Balance
ASSESSMENT DISTRICTS & CFD'S:							
710	AD89-10 WESTPARK VAR RATE	5,777		(5,777)			-
712	IPFIA 2012 SER A-FIXED RATE	38,516	1	(27,786,615)	27,786,916	(38,817)	-
713	REASSESSMENT DIST 11-2 FX RT	5,575,195	(1,725)	-		(5,573,469)	-
714	REASSESSMENT 12-1 FIXED RATE	(194,681)	13,467,867	(13,273,186)			-
715	AD 13-25 FIXED RATE	(4,819,516)	5,378,936	(559,421)			-
716	RAD 13-1 FIXED RATE	(58,653)	7,546,424	(7,487,772)			-
717	RAD 04-20 PORTOLA SPR VAR RT A	(10,658)	626,656	(615,998)			-
718	RAD 05-21 ORCHARD HLS VAR RT	34,471	373,016	(407,487)			-
719	REASSESSMENT 85-7A VARIABLE RT	(677)	2,150,740	(2,150,064)			-
720	RAD 04-20 G2 FIXED RATE	840,240	(16)	(7,576,525)	7,576,291	(839,990)	-
721	AD00-18 SHADY CNYN&TURTL ROCK	(2,983)	117,591	(114,608)			-
723	AD03-19 WOODBURY SER B VAR RT	(6,094)	272,931	(266,837)			-
724	AD 07-22 STONEGATE VAR RT A	123,801	1,024	(124,825)			-
725	AD10-23 SER A FR-LAGUNA ALTURA	3,281,855	279	(23,503,706)	23,502,716	(3,281,144)	-
726	AD10-23 SERIES B FIXED RATE	(246,077)	906,419	(660,342)			-
727	AD07-22 GROUP 3 FIXED RATE	871,552	(23)	(6,138,687)	6,138,409	(871,252)	-
728	AD07-22 GROUP 1 FIXED RATE	2,811,520	309	(19,439,194)	19,438,336	(2,810,971)	-
729	AD07-22 GROUP 2 FIXED RATE	462,620	(11)	(2,988,095)	2,987,954	(462,468)	-
730	11-24 FIXED RT CYPRESS VILLAGE	(838,534)	2,521,165	(1,682,632)			-
731	AD07-22 GROUP 4 FIXED RATE	(1,269,134)	2,462,808	(1,193,674)			-
732	RAD 04-20 GROUP 3 FIXED RATE	(11,682)	784,503	(772,821)			-
734	RAD 11-1 FIXED RATE	5,113,511	258	(30,784,015)	30,783,025	(5,112,779)	-
735	AD03-19 WOODBURY SER A VAR RT	(3,599)	238,346	(234,746)			-
744	CFD 2013-3 GREAT PARK	(389,949)	4,456,347	(4,066,398)			-
745	CFD 2005-2R COLUMBUS GROVE SP	(436,491)	1,592,910	(1,156,419)			-
746	CFD 2004-1 CENTRAL PARK	(2,315,036)	3,925,030	(1,609,994)			-
760	AD87-8 ICD/BAKE PKWY DEBT SVC	20,924	1,463,280	(1,484,203)			-
767	AD94-15 WESTPARK II SERIES A	(3,508)	639,269	(635,761)			-
770	REASSESSMENT DIST 05-21 G2 FR	(2,162,953)	2,243,572	(80,619)			-
771	AD97-16 NORTHWEST IRVINE VARI	(4,933)	297,102	(292,169)			-
772	RAD 15-1 FIXED RATE	(10,005,520)	59,591,358	(1,740,963)	10,725,066	(58,569,941)	-
773	RAD 15-2 FIXED RATE	(5,652,275)	59,012,812	(1,982,656)	8,265,824	(59,643,706)	-
774	AD94-13 VARIABLE RT-OAKCREEK	(3,332)	197,047	(193,714)			-
775	AD97-17 LOWER PETERS CYN EAST	(9,564)	476,776	(467,212)			-
776	AD93-14 SPECT 6N/SPECT 7	(43,961)	688,721	(644,760)			-
777	RAD 05-21 G1 FIXED RATE	301,407	3,289,059	(3,590,465)			-
778	RAD 04-20 G4 FIXED RATE	19,430	630,848	(650,278)			-
779	RAD 04-20 G5 Fixed Rate	(2,977,819)	3,345,595	(367,776)			-
781	INTERAGENCY CUSTODIAL FUND	-					-
791	REDEVELOPMENT OBLIGNT RET	260,465	2,090,866	(1,478,293)			873,037
792	SUCCESSOR AGENCY DEBT SVC	(7,781,129)	7,781,129				-
	SUB-TOTAL	(19,487,473)	188,569,215	(168,208,705)	137,204,536	(137,204,536)	873,037

Report prepared by:

Angelina Garcia, Budget Manager

CITY OF IRVINE
FY 2015-16 YEAR-END SURPLUS SUMMARY
GENERAL FUND

<u>FY 2014-15 Ending Balance (as of July 1, 2015)</u>		<u>\$ 24,964,037</u>
FY 2015-16 Actual results		
General Fund Operating Revenues	\$ 173,851,809	
Transfers-In	\$ 3,073,285	
Revenues & Transfers-In Total	<u>176,925,094</u>	
Expenditures	(153,986,528)	
Transfers-Out	(35,616,946)	
Expenditures & Transfers-Out Total	<u>(189,603,474)</u>	
<u>Total Year-End Balance June 30, 2016</u>		<u>\$ 12,285,657</u>

<u>Total Year-End Balance June 30, 2016</u>		<u>\$12,285,657</u>
Reservations & Prior Allocations		
Reservations (Loans and Commitments)		
Prior City Council Actions/Direction		
Increase Contingency Reserve to 20% (11/13/12)	(2,912,968)	
Increase Reserves to 25% over 3 years (11/24/15)	(3,144,558)	
Pension Prepayment Savings to Asset Management Plan (6/25/13)	(1,829,000)	
Accelerated Pension Liability Pay-down Plan (6/25/13)	(1,000,000)	
Community Partnership Grants	(5,700)	
Veterans Museum Contribution (10/11/16)	(25,000)	
Orange County Task Force for Drowning Prevention (4/26/16)	(25,000)	
	<u>(8,942,226)</u>	
<u>Net Year-End (2015-16) Balance</u>		<u>\$3,176,634</u>

<u>Net Year-End (2015-16) Balance</u>		<u>\$3,176,634</u>
<u>Unappropriated FY 2016-17:</u>		<u>\$957,741</u>
		<u>\$4,134,375</u>
City Manager's Year-End Fund Balance Recommendations		
Expenditures and Transfers-Out		
Additional Contribution to Accelerated Pension Liability Pay-down	(2,000,000)	
Protected/Permissive Left-Turn Phasing Project	(500,000)	
Citywide Signal Coordination with Caltrans	(440,000)	
Open Purchase Orders	(621,962)	
City Attorney Services	(250,000)	
Total	<u>(3,811,962)</u>	
<u>Adjusted FY 2015-16 Unallocated Year-End Balance</u>		<u>\$322,413</u>

\$ 322,413

Revenue by Object Recap Summary
For the Month Ended 06/30/2016

Type	Revenue Code	Description	Original Budget	Adjusted Budget	Receipts This Month	Receipts Year to Date	Unrealized Balance	Percent Realized
210	3001	Secured Property Tax	15,557,000.00	15,557,000.00	172,220.89	15,484,311.33	72,688.67	99.53
210	3002	Unsecured Property Tax	526,000.00	526,000.00	98,850.43	533,501.91	-7,501.91	101.42
210	3003	Homeowner Relief	113,000.00	113,000.00	16,030.52	106,870.07	6,129.93	94.57
210	3004	No-Low TEA Property Tax	17,185,000.00	17,185,000.00	387,887.07	17,528,806.79	-343,806.79	102
210	3006	Supplemental Property Tax	456,000.00	456,000.00	76,695.95	423,090.33	32,909.67	92.78
210	3009	RDA Pass Thru	103,000.00	103,000.00	85,965.90	125,758.91	-22,758.91	122.09
210	3101	Property Tax in Lieu of VLF	20,570,000.00	20,570,000.00	0	21,002,189.00	-432,189.00	102.1
220	3010	Sales Tax-Prop 172	423,000.00	423,000.00	87,630.76	363,443.04	59,556.96	85.92
220	3011	Sales Tax	52,512,000.00	52,512,000.00	15,874,716.32	53,236,454.94	-724,454.94	101.37
220	3111	Sales Tax in-Lieu	11,595,000.00	11,595,000.00	7,894,255.08	12,020,028.26	-425,028.26	103.66
225	3012	Documentary Transfer Tax	3,500,000.00	3,500,000.00	831,784.71	3,761,505.54	-261,505.54	107.47
230	3013	Hotel Tax TOT	11,235,000.00	11,235,000.00	2,092,053.50	12,294,312.15	-1,059,312.15	109.42
235	3014	Utility Users Tax-Electric	3,634,000.00	3,634,000.00	457,105.08	3,440,120.89	193,879.11	94.66
235	3015	Utility Users Tax-Gas	195,000.00	195,000.00	44,816.26	189,067.52	5,932.48	96.95
235	3016	Utility Users Tax-Phone	778,000.00	778,000.00	198,177.98	1,053,933.40	-275,933.40	135.46
235	3018	Utility Users Tax-Alt Max Pay	180,000.00	180,000.00	-185,000.00	180,000.00	0	100
245	3021	Franch Tax-So Cal Edison	4,174,000.00	4,174,000.00	0	4,016,034.43	157,965.57	96.21
245	3022	Franch Tax-So Cal Gas	596,000.00	596,000.00	0	499,997.21	96,002.79	83.89
245	3023	Franch Tax-Comm Cablevision	3,262,000.00	3,262,000.00	794,854.16	3,179,442.26	82,557.74	97.46
245	3024	Exclusive Franch Fee-Refuse	635,000.00	635,000.00	148,454.63	628,970.71	6,029.29	99.05
245	3028	Franch Tax-General	0	4,864.00	0	4,900.57	-36.57	100.75
245	3053	Nonexclusive Franch Fee-Refuse	590,000.00	590,000.00	144,118.69	840,830.00	-250,830.00	142.51
250	3051	Animal Licenses	265,000.00	265,000.00	25,314.00	251,325.52	13,674.48	94.83
250	3052	Business Permits	949,026.00	949,026.00	12,709.30	257,482.03	691,543.97	27.13
255	3151	Traffic Fines	1,552,807.00	1,552,807.00	261,984.52	1,161,531.75	391,275.25	74.8
255	3152	General City Fines	156,363.00	156,363.00	-38,708.09	146,400.13	9,962.87	93.62
255	3154	False Alarm Fines	122,571.00	122,571.00	3,300.00	145,160.00	-22,589.00	118.42
260	3201	State Motor Vehicle In Lieu	100,000.00	100,000.00	0	101,025.67	-1,025.67	101.02
260	3211	Grants-State	0	69,135.00	0	67,987.00	1,148.00	98.33
260	3212	Grants-County	253,700.00	253,700.00	29,552.95	250,552.99	3,147.01	98.75
260	3256	Waste Recycle AB939 Education	90,000.00	90,000.00	0	66,407.29	23,592.71	73.78
260	3360	Landfill Host Fee	2,203,088.00	2,203,088.00	678,039.87	2,778,303.35	-575,215.35	126.1
260	3593	Pub Safety-Security Contract	0	0	0	0	0	0
260	3594	Post Reimbursements	62,910.00	62,910.00	3,458.27	26,743.09	36,166.91	42.51
262	3306	Miscellaneous Inspection	6,000.00	6,000.00	1,260.60	4,884.82	1,115.18	81.41
262	3320	Traffic Signal Inspection Fees	32,728.00	32,728.00	8,182.00	116,999.00	-84,271.00	357.48
262	3324	Misc Improvement Plan Review	0	0	0	488	-488	0
262	3328	USA Alert Fees-Landscape	1,000.00	1,000.00	0	110	890	11

Revenue by Object Recap Summary
For the Month Ended 06/30/2016

Type	Revenue Code	Description	Original Budget	Adjusted Budget	Receipts This Month	Receipts Year to Date	Unrealized Balance	Percent Realized
262	3329	USA Alert Fees-Traffic	8,000.00	8,000.00	1,526.00	13,952.00	-5,952.00	174.4
262	3341	Current Planning Revenue	260,000.00	260,000.00	23,551.00	285,514.00	-25,514.00	109.81
265	3401	Contract Class Programs	2,288,000.00	2,288,000.00	203,038.73	2,429,544.58	-141,544.58	106.18
265	3403	Facility-Equipment Rent	1,443,562.00	1,443,562.00	122,202.16	1,265,299.66	178,262.34	87.65
265	3404	Special Events	88,100.00	88,100.00	6,349.00	84,192.38	3,907.62	95.56
265	3405	Commissions-Vending Non-Taxabl	9,700.00	9,700.00	85.17	11,192.70	-1,492.70	115.38
265	3406	Excursions	6,000.00	6,000.00	0	1,945.00	4,055.00	32.41
265	3407	Safety Education Programs	19,000.00	19,000.00	614	10,489.00	8,511.00	55.2
265	3410	Admissions	148,000.00	148,000.00	17,987.50	158,888.49	-10,888.49	107.35
265	3411	Special Programs	0	0	0	75	-75	0
265	3412	Transportation	38,400.00	38,400.00	1,701.80	39,656.30	-1,256.30	103.27
265	3413	Reimbursement Fees	288,946.00	288,946.00	57,704.20	347,552.84	-58,606.84	120.28
265	3414	Child Services	2,142,900.00	2,142,900.00	318,350.33	2,356,580.49	-213,680.49	109.97
265	3415	NSF Fees	150	150	0	655	-505	436.66
265	3420	Recreation Programs	1,110,575.00	1,110,575.00	151,848.26	1,282,180.13	-171,605.13	115.45
265	3421	Softball	420,000.00	420,000.00	6,660.83	351,504.69	68,495.31	83.69
265	3422	Gym Leagues	200,000.00	200,000.00	11,739.00	221,995.16	-21,995.16	110.99
265	3423	Soccer	325,000.00	325,000.00	2,360.00	300,746.40	24,253.60	92.53
265	3450	Processing Fees	14,000.00	14,000.00	2,183.00	11,800.60	2,199.40	84.29
265	3451	Refund Fee	5,000.00	5,000.00	549.23	3,618.99	1,381.01	72.37
265	3461	Tennis	1,800,000.00	1,800,000.00	152,798.03	1,811,360.89	-11,360.89	100.63
265	3492	Advertising-Brochures	144,000.00	144,000.00	-4,403.00	147,504.00	-3,504.00	102.43
265	3498	Merchandise Sales Net of Tax	28,700.00	28,700.00	569.08	18,184.29	10,515.71	63.35
265	3499	Memberships	36,800.00	36,800.00	4,184.00	45,398.00	-8,598.00	123.36
280	3252	Sponsorship Revenue	65,000.00	65,000.00	0	26,975.00	38,025.00	41.5
280	3380	Interfund Services Provided	300,000.00	300,000.00	53,604.49	256,250.00	43,750.00	85.41
280	3459	Animal Services Adoptions	210,000.00	210,000.00	21,380.00	194,547.61	15,452.39	92.64
280	3490	Gross Taxable Sales	0	0	1,664.84	4,230.09	-4,230.09	0
280	3511	Booking Fees	38,209.00	38,209.00	-48,310.00	48,442.00	-10,233.00	126.78
280	3517	Maintenance Agreement	3,000.00	3,000.00	1,725.00	8,618.46	-5,618.46	287.28
280	3606	Micro Filming Fees	35,000.00	35,000.00	4,307.25	47,794.53	-12,794.53	136.55
280	3620	Bank Card and ATM Fees	2,400.00	2,400.00	383.9	2,369.55	30.45	98.73
280	3622	Animal Service Impounds	75,000.00	75,000.00	3,015.00	45,791.36	29,208.64	61.05
280	3623	Athletic Field Management Fees	0	0	0	0	0	0
280	3624	Animal Services Fees	4,950.00	4,950.00	-500	4,525.00	425	91.41
280	3625	Windrow Park Maintenance Fees	0	0	0	0	0	0
280	3626	Bus Stop Shelter Fees	189,600.00	189,600.00	6,429.94	193,629.94	-4,029.94	102.12
280	3685	prior year* recover*	532,063.00	532,063.00	148,966.64	538,158.28	-6,095.28	101.14
285	3480	Cash Over and Short	0	0	26.54	-176.17	176.17	0

Revenue by Object Recap Summary
For the Month Ended 06/30/2016

Type	Revenue Code	Description	Original Budget	Adjusted Budget	Receipts This Month	Receipts Year to Date	Unrealized Balance	Percent Realized
285	3494	Donations	4,050.00	4,050.00	1,299.81	14,429.32	-10,379.32	356.27
285	3596	DUI Cost Recovery Revenue	46,773.00	46,773.00	-11,034.47	39,917.05	6,855.95	85.34
285	3599	Misc Public Safety Revenue	55,980.00	55,980.00	92,931.45	146,902.35	-90,922.35	262.41
285	3601	Sale of Property	10,220.00	10,220.00	5.9	57,763.31	-47,543.31	565.19
285	3602	Sale of Printed Material	7,200.00	7,200.00	702.63	10,952.91	-3,752.91	152.12
285	3610	Prior Year Recovered Expendits	3,000.00	3,000.00	-74,969.20	27,868.36	-24,868.36	928.94
285	3611	Current Year Recovered Expend	53,226.00	53,226.00	23,985.34	93,687.30	-40,461.30	176.01
285	3612	Prior Year Revenue	0	0	0	35,551.71	-35,551.71	0
285	3614	Utility Rebates-Refunds	10,000.00	10,000.00	570.06	34,520.49	-24,520.49	345.2
285	3618	SB 90 Reimbursement Revenue	0	0	107,821.00	318,628.36	-318,628.36	0
285	3621	Miscellaneous	100,000.00	305,000.00	31,354.50	370,932.34	-65,932.34	121.61
285	3627	TIC Spectrum Median Reim Agrmt	30,000.00	30,000.00	39,756.17	78,169.34	-48,169.34	260.56
285	3631	Interest	0	0	30,673.55	39,043.87	-39,043.87	0
285	3632	Rent	686,168.00	686,168.00	42,806.30	589,038.96	97,129.04	85.84
285	3638	Delinquencies-Penalty-Late Fee	11,500.00	11,500.00	-17,917.10	18,613.47	-7,113.47	161.85
285	3647	Lobbyist Fees	2,500.00	2,500.00	0	3,805.00	-1,305.00	152.2
285	3670	Market Value Gain-Loss	0	0	54,582.64	38,215.06	-38,215.06	0
295	3026	Hotel Improvement District	2,808,750.00	2,808,750.00	523,013.42	3,073,578.07	-264,828.07	109.42
260	3653	Insurance Claims	0	0	48.84	235.84	-235.84	0
3 TOTAL REVENUE			169,723,615.00	170,002,614.00	32,325,634.11	173,851,809.25	-3,849,195.25	102.26
300	7005	Trans In-Development Svcs	518,927.00	518,927.00	58,529.00	651,406.00	-132,479.00	125.52
300	7024	Trans In-Build-Safety Fund	2,092,905.00	2,092,905.00	-206,294.00	1,885,736.00	207,169.00	90.1
300	7027	Trans In-Developmt Eng Fund	341,433.00	341,433.00	9,122.00	430,369.00	-88,936.00	126.04
300	7136	Trans In-PS Special Services	52,934.00	52,934.00	0	0	52,934.00	0
300	7143	Trans In-Public Safety Gnt	0	0	0	5,774.00	-5,774.00	0
300	7180	Trans In-OCGPC	100,000.00	100,000.00	50,000.00	100,000.00	0	100
7 TOTAL TRANSFERS IN			3,106,199.00	3,106,199.00	-88,643.00	3,073,285.00	32,914.00	98.94
TOTAL FUND 001 GENERAL FUND			172,829,814.00	173,108,813.00	32,236,991.11	176,925,094.25	-3,816,281.25	102.2
Total:			172,829,814.00	173,108,813.00	32,236,991.11	176,925,094.25	-3,816,281.25	102.2



YEAR-END SURPLUS FUNDING REQUEST

GENERAL FUND

FY 2015-16 TO FY 2016-17

All Departments

3 DIGITS/DE PT	P.O. NUMBER	VENDOR NAME	DESCRIPTION	DATE ENCUMBERED	AMOUNT TO CARRYOVER	10 DIGIT ORG KEY	4 DIGIT OBJECT CODE	REASON/JUSTIFICATION (why should this be carried over and funded)
001/PS	P97713	MCMURRAY STERN INC	PROPERTY UNIT LOCKER INSTALLATION AND RECONFIGURATION	05/25/16	\$ 66,400.00	0140033399	4310	Ongoing Property Unit reconfiguration and locker installation. Project completion anticipated in Summer 2016. For reference, the FY 15-16 org key was 01481333994310.
001/PS	P97713	MCMURRAY STERN INC	PROPERTY UNIT LOCKER INSTALLATION AND RECONFIGURATION	05/25/16	\$ 16,800.00	0140033399	4310	Ongoing Property Unit reconfiguration and locker installation. Project completion anticipated in Summer 2016. For reference, the FY 15-16 org key was 01481333994310.
001/PS	S6627	US ARMOR	VESTS	Ongoing	\$ 39,973.00	0140033399	4112	Unused funds from FY 15-16 needed for future vest purchases. For reference, the FY 15-16 org key was 01481333994112.
001/PS	P97796	JKR HOLDINGS ADVANTAGE BUSINESS EQUIPMENT	DOCUMENT SHREDDER FOR BUSINESS SERVICES	06/10/16	\$ 12,958.92	0140246099	4650	Invoice was not received until August 9, 2016. Purchase Order with updated org key was issued and invoice was paid on August 16, 2016. For reference, the FY 15-16 org key was 01481460994650.
001/PS	5B02631	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES FOR FY 2015-16		\$ 17,459.00	0140041699	4333	Invoice entered into Sire and approved for payment during FY 15-16 subsequent to payment processing deadline. JL#7160010550. For reference, the FY 15-16 org key was 01401416994310.
001/PS	B02400	ADAMSON	RIFLE LASERS AND ON/OFF SWITCHES	08/03/16	\$ 4,955.04	0140140246	4133	Items received in FY 2015-16, but the invoice was not received in time to pay against FY 2015-16. For reference, the FY 15-16 org key was 01411402464133.
001/CM	P92487	MUNICIPAL CODE CORPORATION	RECODIFICATION, CODIFICATION AND SUPPLEMENTAL SERVICES FOR THE IRVINE MUNICIPAL CODE AND ZONING ORDINANCE	05/16/12	\$ 6,496.88	0101010699	4310	COMPLETION OF THE MULTI-YEAR RECODIFICATION PROJECT APPROVED BY THE CITY COUNCIL ON JULY 12, 2016. FINAL BILLING WILL BE RECEIVED IN THE FIRST HALF OF FISCAL YEAR 2016-17.
001/CM	5S6490	MATRIX IMAGING	IMAGING OF CITY RECORDS	02/01/16	\$ 36,193.96	0101110799	4310	WORK IN PROGRESS
001/CM	5S6491	MATRIX IMAGING	MICROFICHE CONVERSION TO DIGITAL	05/13/16	\$ 73,424.49	0101110799	4310	WORK IN PROGRESS
001/CD	P97726	AECOM	INSPECTION OF MURPHY PROPERTY	05/24/16	\$ 29,050.00	0122922099	4310	Assessments of the Murphy property were completed in May/June 2016. CD has not received the invoice for the work yet.
001/CD	P97483	Larry Walker Assoc. Inc.	TRASH COMPLIANCE PROGRAM DEVELOPMENT	03/10/16	\$ 65,619.85	0124224448	4310	Study and program development were started, but not completed in FY 15/16. The department anticipates completion and payment in FY 16/17.
001/CS	P97495	JVR SHELTER STRATEGIES, LLC	CONSULTING SERVICES FOR IRVINE ANIMAL CARE CENTER FACILITY DESIGN REVIEW AND FUTURE GOALS/PLANNING.	03/14/16	\$ 2,350.00	0134639212	4310	CONSULTING PROJECT IN PROCESS.
001/CS	P97495	JVR SHELTER STRATEGIES, LLC	CONSULTING SERVICES FOR IRVINE ANIMAL CARE CENTER FACILITY DESIGN REVIEW AND FUTURE GOALS/PLANNING.	03/14/16	\$ 2,350.00	0134639267	4310	CONSULTING PROJECT IN PROCESS.
001/CS	P97495	JVR SHELTER STRATEGIES, LLC	CONSULTING SERVICES FOR IRVINE ANIMAL CARE CENTER FACILITY DESIGN REVIEW AND FUTURE GOALS/PLANNING.	03/14/16	\$ 2,350.00	0134639268	4310	CONSULTING PROJECT IN PROCESS.
001/CS	P97495	JVR SHELTER STRATEGIES, LLC	CONSULTING SERVICES FOR IRVINE ANIMAL CARE CENTER FACILITY DESIGN REVIEW AND FUTURE GOALS/PLANNING.	03/14/16	\$ 2,350.00	0134639269	4310	CONSULTING PROJECT IN PROCESS.
001/CS	P97622	JVR SHELTER STRATEGIES, LLC	CONSULTING SERVICES FOR IRVINE ANIMAL CARE CENTER VOLUNTEER PROGRAM IMPLEMENTATION.	04/20/16	\$ 30,000.00	0134639212	4310	CONSULTING PROJECT IN PROCESS.
001/CS	P97673	TALIMAR SYSTEMS, INC.	OFFICE RECONFIGURATION AT HERITAGE COMMUNITY PARK.	05/04/16	\$ 4,970	0135032633	4310	INVOICE DELAYED.
001/CS	P97825	MYTILITE, INC.	MULTI-USE TABLES AND ARM CHAIR REPLACEMENTS FOR LAKEVIEW SENIOR CENTER DINING ROOM.	06/16/16	\$ 5,893	0134434933	4110	INVOICE DELAYED.
001/CS	5S6485	GREENPLAY, LLC	CONSULTING SERVICES FOR COST OF SERVICES ANALYSIS.	01/13/16	\$ 21,782	0136130106	4310	CONSULTING PROJECT IN PROCESS.
001/AS	P97441	MATRIX CONSULTING GROUP	DEPARTMENT ORGANIZATIONAL STUDY	02/25/16	\$ 2,482	0110100399	4310	PROJECT COMPLETED IN EARLY FY 2016-17
001/AS	P97930	RALPH ANDERSEN	EXECUTIVE RECRUITMENT FOR ACM	06/30/16	\$ 18,584	0116013499	4310	PROJECT COMPLETED IN EARLY FY 2016-17
001/AS	5B02519	RUTAN & TUCKER	CITY ATTORNEY SERVICES	03/24/16	\$ 22,568	0110100399	4340	ADDITIONAL LEGAL SERVICES RELATED TO IT SERVICES CONTRACT
001/AS	5B02520	RUTAN & TUCKER	CITY ATTORNEY SERVICES	03/24/16	\$ 45,321	0110100399	4340	ADDITIONAL LEGAL SERVICES RELATED TO IT SERVICES CONTRACT
001/AS	5S6321	DONNOE & ASSOC.	POLICE SERGEANT EXAMINATIONS	06/30/16	\$ 13,105	0116013499	4310	PROJECT COMPLETED IN EARLY FY 2016-17
001/AS	5S6361	STIVERS STAFFING	TEMPORARY EMPLOYEE SERVICES	06/30/16	\$ 3,037	0116013499	4310	ONGOING NEED FOR TEMPORARY STAFFING SERVICES IN HUMAN RESOURCES
001/AS	4 POS	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES FOR PERSONNEL ISSUES (5S6279,5S6299,5S9354,5S6394,5S6433)	08/13/15	\$ 75,488	0116015299	4310	ONGOING NEED FOR LEGAL SERVICES RELATED TO PERSONNEL ISSUES
Total					\$ 621,961.60			