

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made and entered into as of September 22, 2023, by and between the CITY OF IRVINE, a municipal corporation ("City"), and PERKINS EASTMAN ARCHITECTS, D.P.C., a New York corporation ("Consultant").

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 and Construction Support services for a New Gymnasium and Parking Lot at Colonel Bill Barber Marine Corps Memorial Park in accordance with PART IV, Scope of Services, included herein (23-3350).
- C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on October 1, 2023 ("Commencement Date") and shall continue through August 31, 2026.
- D. Party Representatives:**

- D.1. The City designates the following person/officer to act on City's behalf:
Joel Belding, email: JBelding@cityofirvine.org
- D.2. The Consultant designates the following person to act on Consultant's behalf:
Diego Matzkin, AIA, LEED AP, email: d.matzkin@perkinseastman.com

Consultant Information

Address for Notices and Payments:

3194 D Airport Loop Drive
Costa Mesa, CA 92626

Attn: Diego Matzkin, AIA, LEED AP
Telephone: 714-640-8202
Email: d.matzkin@perkinseastman.com

- E. Notices:** Consultant 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 Consultant at the address set forth above.
- 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 Consultant 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.

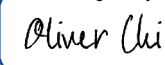
{Signatures follow on next page}

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

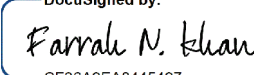
CITY OF IRVINE

DocuSigned by:
By: 
D0B786D14D324B0...
Sean Crumby

Its: Director of Project Delivery &
Sustainability

DocuSigned by:
By: 
7809AA719A2B4C7...
Oliver C. Chi

Its: City Manager

DocuSigned by:
By: 
CF36A9EA8445497...
Farrah N. Khan

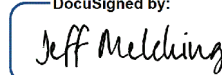
Its: Mayor of the City of Irvine

Attest:

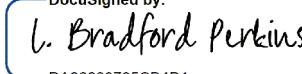
DocuSigned by:
By: 
0FCAD91F02E547D...
Carl Petersen

Its: City Clerk

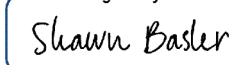
APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

DocuSigned by:
By: 
E04AA49F95474A7...
Jeffrey Melching

**PERKINS EASTMAN ARCHITECTS,
D.P.C.**

DocuSigned by:
By: 
DA96600785CB4D1...
L. Bradford Perkins

Its: Chief Executive Officer

DocuSigned by:
By: 
2B81FB6D6AFA40F...
Shawn Basler

Its: Chief Financial Officer

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant 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 Consultant, 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 Consultant. City approval and/or payment for work claimed by Consultant 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 Consultant without additional consideration due. It is expressly understood by Consultant 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. Consultant 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 Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.3 Standard of Performance. Consultant 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, Consultant 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 Consultant to review the quality of the work and resolve matters of concern; (ii) requiring Consultant to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Consultant 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, Consultant 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, Consultant warrants that Consultant (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, Consultant warrants that Consultant 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 Consultant discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact in writing and shall not proceed except at Consultant's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

- A.** Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Consultant 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.** Consultant represents that the tasks and services required hereunder will be performed by Consultant 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. Consultant 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 Consultant and Consultant'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 Consultant. Neither this Agreement nor any interest therein may be assigned by Consultant, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Consultant 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 Consultant of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Consultant's indemnification obligations, Consultant 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 Consultant, its agents, representatives, employees, and/or subconsultants. In the event that Consultant subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Consultant and such subconsultant shall require the subconsultant to maintain the same policies of insurance that the consultant is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The Insurance obligations under this agreement shall be (1) all the Insurance coverage and/or limits carried by or available to the Consultant;

or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Consultant under this agreement.

The policies and minimum 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 \$2,000,000 per occurrence and \$4,000,000 annual aggregate for liability arising out of Consultant'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 Consultant'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 Consultant'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 Consultant 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.

In the performance of the work under this Agreement, if Consultant does not employ any person in any manner so as to become subject to the workers' compensation laws of California, Consultant agrees 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 Consultants failure to provide such worker's compensation insurance. Consultant agrees that, if firm should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, firm shall forthwith comply with those provisions, immediately furnish insurance certificates evidencing such coverage as set forth herein, and notify the City of the change in status.

- 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.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the consultant.

- E. Evidence of Insurance:** Consultant 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 Consultant 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 Consultant
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of \$100,000 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 Subconsultants. Consultant shall be responsible for causing Subconsultants to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subconsultant's policies.

2.2 Indemnification. Consultant 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 Consultant, its employees, agents, representatives or subconsultants 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 Consultant 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 Consultant 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, Consultant 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.

These Indemnification provisions are independent of, and shall not in any way be limited by, the Insurance Requirements of this Agreement. City approval of the insurance contracts

required by this Agreement does not in any way relieve the Consultant from liability under this section.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Consultant 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. Consultant 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 Consultant. When applicable, Consultant 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. Consultant 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. Consultant 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 Consultant'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. Consultant 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. Consultant 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 Nondiscrimination in City Contracts. Any business that enters into a contract for goods or services with the City of Irvine or any of its boards, agencies, or departments shall:

- (a) Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- (b) Not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- (c) Incorporate the foregoing provisions in all subcontracts hereunder.

3.5 Independent Consultant. Consultant shall perform all services required herein as an independent consultant of City and shall remain at all times as to City a wholly independent consultant. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant 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 Consultant nor any of Consultant'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 Consultant 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 Consultant's compensation. Neither Consultant nor any of Consultant'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.

3.6 Covenant against Contingent Fees. Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working for Consultant, 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.

3.7 Use of Patented Materials. Consultant 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 Consultant under this Agreement. Consultant 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.

3.8 Proprietary Information. All proprietary information developed specifically for City by Consultant 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 Consultant'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. Consultant 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 Consultant's services under this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Consultant under this Agreement shall be made to City, and that Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.9 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (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 Consultant's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Consultant's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Consultant, 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 Consultant's obligation to pay City any sums Consultant owes City.

3.10 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Consultant. Upon receipt of any notice of termination from City, Consultant shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Consultant 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 Consultant to fulfill its obligations under this

Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Consultant 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 consultant and similar expenses, exceeds the Budget.

3.11 Right to Stop Work; Termination by Consultant. Consultant 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. Consultant 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. Consultant shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Consultant shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Consultant terminates this Agreement because of an error, omission, or a fault of Consultant, or Consultant's willful misconduct, the terms of Section 3.10 relating to City's right to take over and finish the work and Consultant's liability shall apply.

3.12 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.

3.13 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 Consultant agrees to submit to the personal jurisdiction of such court.

3.14 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.

3.15 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.

3.16 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 Consultant, 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 Consultant 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 Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Consultant's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.

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

3.18 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. Consultant shall not employ, contract for, or receive consulting services from any such person, whether for compensation or not, while this Agreement is in effect.
- B.** Consultant 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 Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant 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 Consultant's obligations and responsibilities under this Agreement.
- C.** Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Consultant to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Consultant 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, Consultant 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.

3.19 Consultant Ethics. Consultant 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. Consultant 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 Consultant 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) Consultant shall not possess or maintain any business relationship with the applicant or any other person or entity which Consultant 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 Consultant shall not advocate either for or against said project and/or application, and (iii) Consultant shall immediately notify City in the event Consultant determines that Consultant 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

Consultant's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.20 Compliance with California Unemployment Insurance Code Section 1088.8.

If Consultant is a Sole Proprietor, then prior to signing the Agreement, Consultant shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Consultant 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.

3.21 CalPERS Annuitants. If Consultant is a California Public Employees' Retirement System ("CalPERS") annuitant, Consultant 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 Consultant. If this Agreement remains in place, Consultant 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. Consultant 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 Consultant's commercially reasonable hourly rate for services, Consultant 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, Consultant shall prepare and submit to City any reports concerning Consultant's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Consultant, to the books and records of Consultant related to Consultant's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Consultant 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, Consultant 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 Consultant shall be delivered to the address set forth below Consultant's signature on Part I of this Agreement, to the attention of Consultant'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. **Indemnification.** 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

Design and Construction Support Services for a new Gymnasium and Parking Lot at Colonel Bill Barber Marine Corps Memorial Park shall be performed as set forth below and in accordance with ATTACHMENT I.

Services include generating conceptual and final plan drawings and construction documents for a new gymnasium and parking lot. Project objectives include, but are not limited to, the following:

- Development of a two story gymnasium that meets LEED certification requirements and includes, at a minimum:
 - Court space that provides badminton courts on one floor and a combination of other indoor courts on the second floor
 - Spectator seating (e.g., bleachers)
 - Fitness/Community rooms
 - Locker rooms
 - Restrooms
 - Offices
 - A lobby area
 - Ancillary space for storage, mechanical/electrical, etc.
- Construction of an additional parking area to accommodate at least 140 vehicles with solar carports and electric vehicle charging stations.

The Consultant will be responsible for the following tasks:

- Performing a diligent job walk, identifying project opportunities and constraints;
- Preparing a topographic survey;
- Conducting a utility investigation, including potholing as necessary;
- Preparing a geotechnical, a Water Quality Management Plan, and a hydrology report for the project site;
- Creating a conceptual design/plan;
- Preparing milestone estimates of probable project costs, as well as an Engineer's Estimate upon completion of construction documents;
- Processing any City entitlement plans;
- Performing due diligence, including location of all utilities (above and below ground) for site along with fulfillment of any American with Disabilities Act (ADA) compliance requirements;
- Creating a final design plan that includes all repairs and improvements;
- Preparing a construction traffic and signage plan, if necessary;
- Preparing engineering cost estimates;
- Attending/answering questions at public meetings and hearings, including City Council, Commission, and Committee/Board meetings, if directed by staff;
- Developing construction 30, 60, 90, and 100% drawings and submitting them to the City for plan check, including all resubmittals;
- Obtaining Irvine Ranch Water District approval;
- Preparing technical specifications, construction schedules and attending design meetings;
- Assisting the City throughout the bidding and construction process; and
- Preparing final "as-built" plans.

The conceptual design, final design, and construction preparation phase will be administered by the City's Project Delivery and Sustainability Department. Each phase of design will be subject to receipt of a Notice to Proceed. Please note that upon completion of the Conceptual Design, if appropriate, at each subsequent stage of design the Project Delivery and Sustainability Department retains the right to hire the firm selected for the conceptual design phase or select another firm to complete the final design and/or construction support phase.

The scope of services shall include, but is not limited to the phases and corresponding tasks below.

PHASE I – CONCEPTUAL DESIGN

TASK 1. EVALUATION OF EXISTING CONDITIONS

- A. Meet with the City (kick-off meeting) to discuss project goals, project scope, project timeframe, milestones/deadlines and existing site documentation. Consultant shall develop the meeting agenda and prepare meeting minutes.
- B. Conduct a site visit. Prepare a site plan of existing conditions within the project site and surrounding park area. Include scope of work boundaries; adjacent park uses and parking lot layout; shade covers; adjacent structures; location and inventory of all trees; all existing underground utility lines; drainage; pedestrian and vehicle circulation and access in surrounding park area; fencing; pathways; signage, etc.
- C. Prepare a work limit site analysis and building opportunities and constraints map, including ADA and other park user access and circulation constraints. Prepare topographic survey of project site, if one is not available.
- D. Meet with City staff to discuss findings.

MEETINGS:One (1) kickoff meeting with key City and Consultant staff to obtain documentation and establish a project schedule. One (1) site visit to conduct visual analysis of existing conditions. One (1) project team meeting (City and Consultant staff) to discuss findings.

DELIVERABLES:Preliminary schedule. Topographic survey, if one is not available for existing site. Site/building plan at appropriate scale for site studies. Site analysis and ADA access/circulation constraints map. Meeting agendas and notes.

TASK 2. CONCEPTUAL SITE PLAN/BUILDING DESIGN

Identify building footprint, layout, and design options. Provide three (3) building footprints, floor plan/layout scenarios, and written project descriptions. One of these scenarios will become the City staff-selected preferred alternative. Once a preferred alternative is selected, provide one (1) conceptual site plan/building design and two (2) plan refinements for the proposed City staff-selected preferred alternative showing all building improvements, fencing, pathways, an ADA compliant path of travel, site furnishings, signage, building materials; three (3) elevation renderings; and, two (2) photo simulations. The conceptual site plan/building design should meet applicable current building codes (i.e. ADA, Orange County Fire Authority (OCFA) requirements, etc.) and LEED gold certified requirements or equivalent. Reference Scope of Work section above. Conceptual site plan/building design shall include the following at minimum:

1. An expanded site plan that illustrates the subject site location within the park;
2. An enlarged work-limit area that includes park elements located within close proximity to the proposed gymnasium building and new parking lot area;
3. Dimensioned elevations of the design;
4. Floor plan;
5. Conceptual grading plan;
6. Soils testing;
7. Landscape plan;
8. Tree removal and replacement plan;
9. Utilities plan;
10. Color scheme;
11. Color renderings;
12. Materials board;
13. Plan elements and notes that demonstrate ADA compliance;
14. Plan elements and notes that demonstrate compliance with City and LEED sustainability requirements; and
15. Any other plan/drawing that Consultant or City requires.

MEETINGS: One (1) project team (City and Consultant staff) meeting to discuss conceptual site plan/building design. One (1) project team (City and Consultant staff) conference call regarding project status and direction with respect to proposed designs. One (1) project team meeting (City and Consultant staff) to discuss proposed building footprint/floor plan layout alternatives.

DELIVERABLES: Three (3) alternative building footprints and floor plan/layout scenarios with written descriptions. One (1) conceptual site plan/building design of a City staff selected preferred building footprint/floorplan, as described above. Three (3) site elevations of preferred alternative building design. Two (2) photo simulations of preferred alternative building design. Copy of a reproducible conceptual site plan/building design, elevations and photo simulations (electronic and hard copy).

TASK 3. COST ANALYSIS AND PRELIMINARY COST ESTIMATE

- A. Analyze costs associated with the conceptual site design/building plan. Prepare a preliminary project cost estimate based on project scope and consisting of:
 1. Evaluation of construction market conditions;
 2. Application of unit cost data to gross areas;
 3. Estimates of related costs such as site and facility development, landscaping, utilities, services, furniture and equipment;
 4. Estimates of operational expenses associated with facility/use;
 5. Review of funding opportunities, including revenue sources and past and projected expenditures; and,
 6. Anticipated short-term revenue loss expected with proposed construction schedule.
- B. Prepare detailed draft and final methodology report with an outline of each cost and unit assumption and justification for analysis results. Cite resources. Meet with City staff to review preliminary cost estimate and methodology report. Receive staff feedback and refine

estimates as appropriate and directed by City staff in coordination with design review and input from the City's project management team.

MEETINGS: One (1) project team (City and Consultant staff) meeting to discuss cost analysis and preliminary cost estimate. One (1) project team (City and Consultant staff) conference call regarding cost assumptions and methodology with respect to proposed preferred alternative design.

DELIVERABLES: Meeting notes; preliminary opinion and one (1) refinement of probable cost for proposed preferred alternative design by amenity/feature. Copies of a reproducible draft and final construction cost estimate with methodology (electronic and hard copy).

The change in scope from the initial proposal is the result of City Council direction on September 12, 2023 to increase the size of the gym and provide dedicated badminton space. Following finalization of the concept design and first cost estimate, a fee reconciliation will be performed to reflect the changes in planned scope and added work required to develop construction drawings and the contract may be presented to the City Council for amendment if necessary.

TASK 4. ENTITLEMENT REVIEW

- A. Coordinate approval of preferred concept plan/building design with affected agencies (e.g., Irvine Ranch Water District, Southern California Edison, etc.), as directed by staff.
- B. Prepare all application materials for processing and approval of project entitlement review by City, as determined by City staff. Prepare updated screen check plans and responses to interdepartmental reviews (up to two (2) refinements).
- C. Attend and/or present proposed application plans at up to two (2) committee/commission/council meetings/hearings. Revise plans and reports in accordance with the direction of staff following the meetings.

MEETINGS: One (1) project team (City and Consultant staff) conference call regarding project status and direction with respect to proposed plans. Attendance at up to two (2) committee, commission, or council meetings.

DELIVERABLES:Entitlement application materials (electronic and hard copy) and screen check updates (up to two (2) refinements and responses). PowerPoint presentations to any committee, commission and/or Council, if necessary. Meeting agendas and meeting notes.

OPTIONAL TASK: COMMUNITY OUTREACH

The City may ask the selected firm to participate in a community outreach program, which would include at least one community workshop and/or an online survey, as well as stakeholder interviews with organizations that will potentially utilize the project site facilities.

The purpose of the public survey and/or community meeting would solicit ideas, issues, concerns, and questions from park users, neighboring communities, City residents, and other members of the public. As part of this optional task, the consultant would create any draft written material, including any agenda, meeting material, survey, background detail, instructions, and/or other resource material. Consultant would submit a draft of any written material (including a PowerPoint presentation), subject to one set of review comments. The consultant would update the written material based on City comments, facilitate the meeting and provide a written summary of any meeting/workshop discussion and/or survey results.

At minimum, stakeholder interviews would be conducted by city staff and the selected firm, with representatives of potential user sports groups, athletics staff, members of the City's Sports Committee, other City advisory committees/commissions/councils, facility maintenance staff, and other interest groups.

MEETINGS: Up to one (1) community workshop. A minimum of three (3) stakeholder interviews. Four (4) project team conference calls (City and Consultant staff) to go over outreach approach, work products, expectations, and public input. Other outreach opportunities as approved by City staff.

DELIVERABLES: Graphics; community outreach plan; collateral marketing piece for promoting public meetings/workshop/survey; public meeting/workshop/survey content or curriculum; meeting/survey summaries; draft survey formats and/or meeting agendas and materials (including PowerPoint presentations); all participation activity materials and results summaries. Meeting notes and attendance logs. Draft and Final stakeholder interviews agenda and materials (including PowerPoint presentations); all participation activity materials; final interview/survey results summary. Other outreach work products as approved by City staff.

PHASE II - FINAL DESIGN

TASK 1. CONSTRUCTION DRAWINGS

Develop 30%, 60%, and, 90% construction drawings and submit for review by City staff. Incorporate comments from the City into each progressive version of the construction drawings.

TASK 2. PLAN CHECK AND PERMITS

Develop 100% construction drawings and submit for plan check review by the City's Building & Safety Division. Prepare and submit any technical reports and/or plans associated with review of grading and/or building plans. Revise and resubmit plans for plan check review until plans are approved for permit issuance. Ensure that plans meet all ADA code requirements for permitting. Provide construction drawings and submit for plan check review by other outside agencies (e.g., Irvine Ranch Water District, Southern California Edison, etc.). Revise and resubmit plans for plan check review until permits are issued by relevant outside agencies.

TASK 3. TECHNICAL SPECIFICATIONS

Prepare Technical Specifications and incorporate them into the City of Irvine’s bid documents and Special Provisions in preparation for City Council approval. Specifications shall be in book format rather than on the plan sheets.

TASK 4. ENGINEER’S ESTIMATE

Prepare an updated probable construction cost or Engineer’s Estimate, including any additional ADA construction costs for bringing the relevant portion of Bill Barber Park up to current ADA codes. Engineer’s Estimate should factor for future escalation based on the probable bid opening date.

TASK 5. CONSTRUCTION SCHEDULE

Develop a preliminary construction schedule for planned improvements.

TASK 6. UPDATE MEETINGS

Attend bi-weekly design meetings with City staff to provide status updates on the project. Consultant shall prepare meeting agendas and meeting minutes, as needed.

TASK 7. CITY COUNCIL MEETING (OPTIONAL)

Attendance at City Council meeting to approve plans and specifications for bid.

MEETINGS	Bi-weekly design meetings with City staff. One (1) City Council meeting, if directed by City staff.
DELIVERABLES	Meeting notes and agendas; initial and revised construction drawings (both hard copy and electronic) for plan check review; plan check application materials; Technical Specifications; Opinion of Probable Construction Cost or Engineer’s Estimate; preliminary construction schedule.

PHASE III – BIDDING AND CONSTRUCTION SUPPORT

TASK 1. REQUESTS FOR INFORMATION

Provide responses to contractor Requests for Information (RFIs) during subsequent bidding and construction phases of development. If there is a design error or if clarification is needed, timely provide and submit the necessary documentation for Building and Safety approval so as not to impede the construction schedule. Provide a weekly report of RFI response status.

TASK 2. PRE-BID MEETING

Attend pre-bid meeting(s). Attend pre-construction and routine construction meetings as needed (approximately 40 hours).

TASK 3. SUBMITTAL STATUS

Provide submittal review and response during the construction phase. Provide a weekly report of submittal status.

TASK 4. CHANGE ORDER REQUESTS

Provide research and analysis related to contractor requests for change orders.

TASK 5. FINAL REVIEW AND CLOSE OUT

Develop a punch list, and conduct final review and close out of project.

TASK 6. AS-BUILT DRAWINGS

Conduct verification of final as-built drawings. Provide as-built drawings to City.

MEETINGS	Preconstruction and routine construction meetings and site visits (40 hours).
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DELIVERABLES	Verbal and written responses to contractor RFI's and change order requests; updates on meetings and visits/observations; punch list/tracking matrix and final as-built drawings (electronic and hard copy).
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All approved project team members shall perform work on the specified project for the entire duration of the project. No staff substitution is allowed. The Consultant must produce complete and correct work in a timely manner that will not affect the City's project schedule. The Consultant shall monitor the approved budget and notify the City of additional work outside the contracted scope of services. The Consultant shall seek and receive the City Project Manager's written approval prior to performing such additional work.

Services provided by Consultant staff shall be of the highest quality and shall be provided in a timely and professional manner as determined by the City. The Consultant must be an advisor, advocate, and produce a product with the best interest intended for the City within the required schedule and project budget.

REPORTS

The Consultant will prepare and submit a monthly progress report to the City Project Manager. Progress reports shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, action items, and schedule completion target dates.

PARTV

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 \$3,274,600.00**, 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 Consultant any such excess amount.

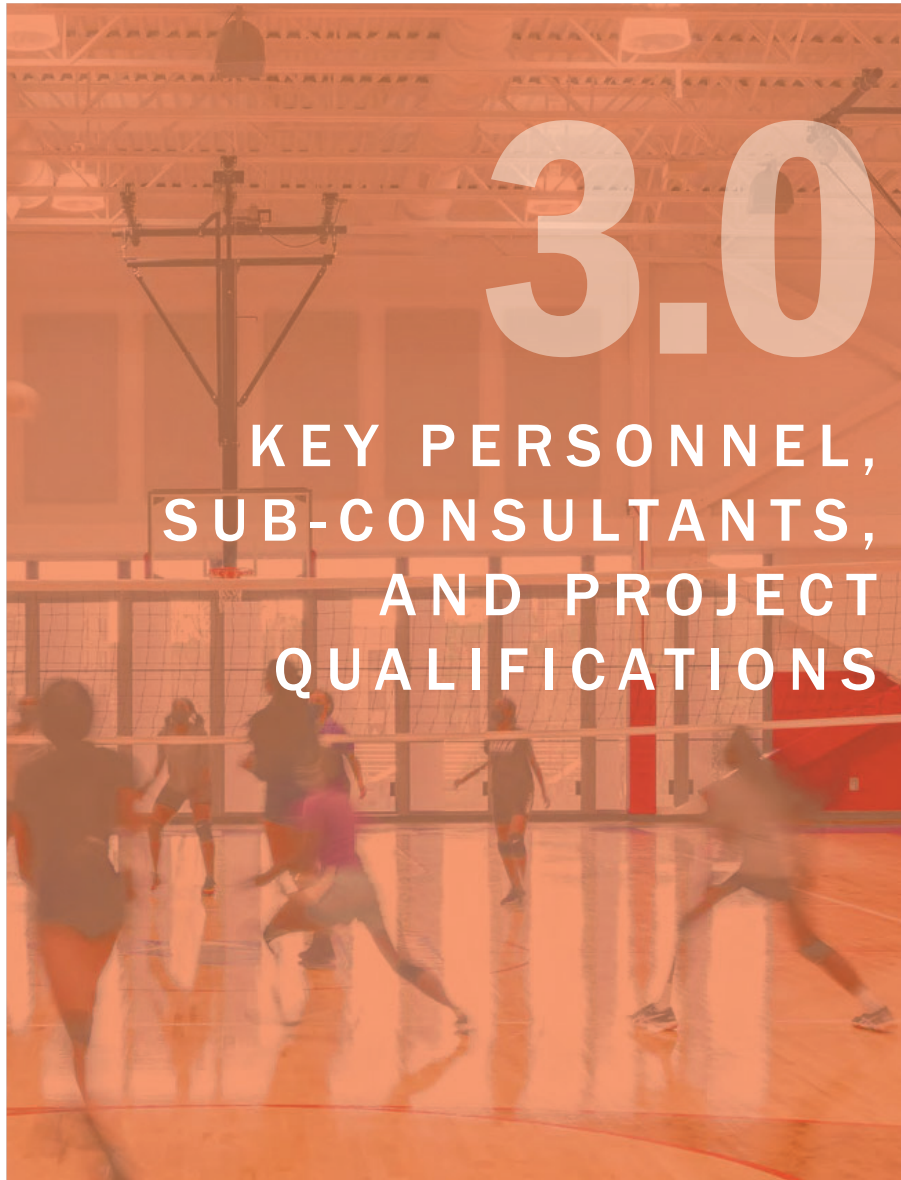
In the event Consultant anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Consultant shall notify City in writing allowing sufficient time for City to consider further action.

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. Consultant shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Consultant 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.

Consultants should submit invoices electronically to: **isubmittal@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.



ATTACHMENT I

City of Irvine

Team Leadership



Diego Matzkin
AIA, LEED AP
PRINCIPAL-IN-CHARGE



Kim Coffeen
AIA, ALEP, LEED AP
PROGRAMMING / ENGAGEMENT SPECIALIST



Eric Pan
AIA, LEED AP
PROJECT MANAGER



Trang Nguyen
Associate AIA
INTERIORS / FF&E



Adrienne Tabo
AIA, LEED AP
PROJECT ARCHITECT / LEED COORDINATOR



Juan Guarín
LEED AP BD+C, WELL
SUSTAINABILITY SPECIALIST

Consultants

Kimley-Horn
Nikki Kerry, P.E.
CIVIL ENGINEER / SURVEYOR

CMTA
Marc Woodman, P.E.
MECHANICAL / PLUMBING ENGINEER

EPT Design
Kevin Kennedy, ASLA
LANDSCAPE ARCHITECT

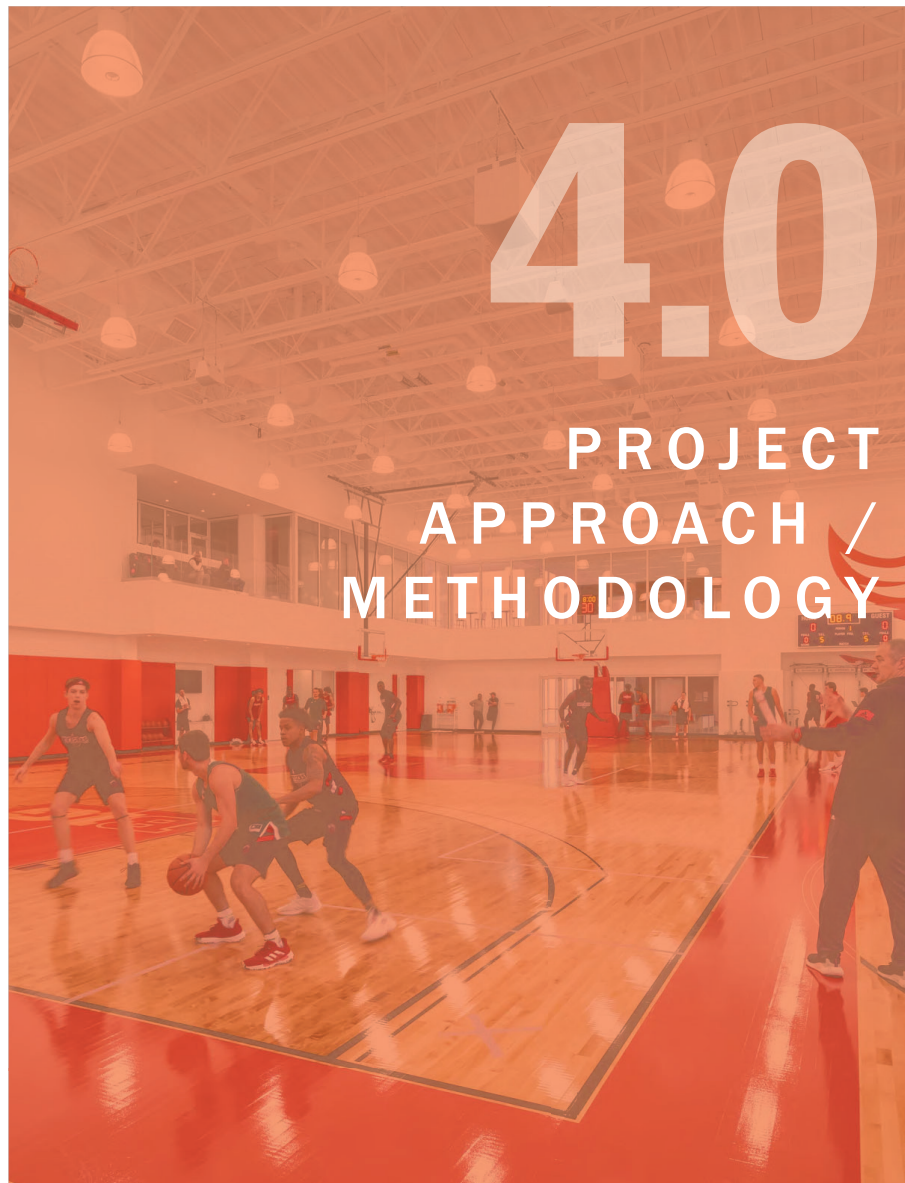
Petra Structural Engineers
Peter Sarkis, P.E.
STRUCTURAL ENGINEER

CMTA
Brian Turner, P.E., LEED AP
ELECTRICAL ENGINEER

OCMI
John Mauk, CCP, LCPE, LEED AP
COST ESTIMATOR

Leighton Engineering
Djan Chandra, P.E., G.E.
GEOTECHNICAL ENGINEER

**Linscott, Law &
Greenspan Engineers**
Shane Green, P.E.
PARKING CONSULTANT



4. Project Approach / Methodology

Our approach: The efficient and effective delivery of a healthy, high-performance place for sports and recreation.

We are energized by the opportunity to create a sustainable, energy-saving environment within the Colonel Bill Barber Marine Corps Memorial Park—one that will help the community thrive! Our approach will leverage a research-inspired design process to tailor the facility to this exciting program and specific place.

The City of Irvine Mission Statement:

"...to create and maintain a community where people can live, work, and play in an environment that is safe, vibrant, and aesthetically pleasing. We are one team... that exists to serve our community in the continual pursuit of a City that offers an exceptional quality of life."

Implementation

Perkins Eastman utilizes an integrated design approach, in which one person manages a unified Architectural and Engineering team, resolving problems, ensuring task completion, and coordinating with consultants and the client team. This ensures that all team members are focused under a single leadership structure, which clarifies responsibilities and facilitates direct communication.

Eric Pan AIA, LEED AP— a lifelong resident of the City of Irvine, residing just steps away from the Memorial Park site— has been selected as an exceptional leader for the position of Project Manager. For additional information about Eric, please refer to section 2. We are joined by Kimley Horn, EPTDESIGN, and CMTA. Kimley Horn brings a deep understanding of the site and its challenges and opportunities, which will inform the design. Having worked

with the City for many years (see page 48, Figure 4.1), they thoroughly understand the City's Planning, Project Delivery, and Sustainability Department requirements. Landscape Architect EPTDESIGN has positively impacted the City's aesthetic for residents and businesses for nearly 60 years. They have provided landscape architectural design services for projects that span both public and private sectors, including parks, multi-family housing, civic, commercial, and retail. Notable Irvine projects include:

- Adventure Playground
- Portola Springs Community Park
- Eastwood Village
- Eastwood Public Park
- Cypress Grove Park
- Terrace View Park
- Quail Hill Community Center
- UCI Research Park
- The Village at Irvine Spectrum
- Orchard Hills Neighborhoods

CMTA has extensive experience with engineering and implementing high-performance HVAC systems that support healthy environments and improve operational efficiency and performance. As we will demonstrate through our approach and uniquely-suited team members, we offer the City and the community:

- A deep understanding of the overall vision to effectively tie the existing park elements into the new sports and recreation center.
- Expertise regarding state-of-the-art in high-performance programming, planning, and design, which will assist the City in making the best informed and most strategic design decisions.
- Extensive experience in collaborating with Irvine stakeholders to integrate new projects into actively-used community resources.
- Sensitivity towards integrating a project into an active site.

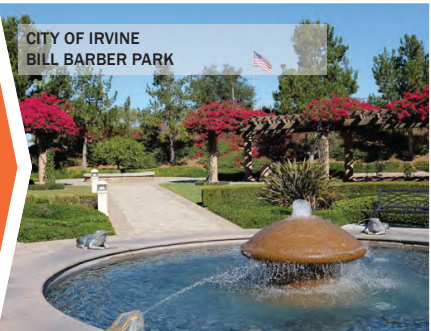
Initial Project Objectives

For the purpose of this proposal, we have drafted the following set of objectives based on the RFP, additional research/site walks, and our understanding of the City of Irvine's overarching goals and values:

1.

History & Heritage

Build upon the history and heritage of the Colonel Bill Barber Marine Corps Memorial Park and strengthen community connections.



2.

Efficient & Resilient

Inspire and elevate aspirations for resiliency, efficiency, and carbon neutrality.



3.

Diverse Communities

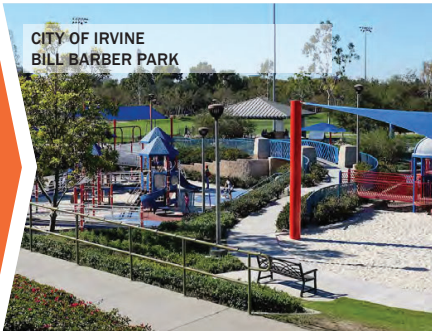
Create a place that reflects all of the diverse Irvine communities.



4.

Universal Access

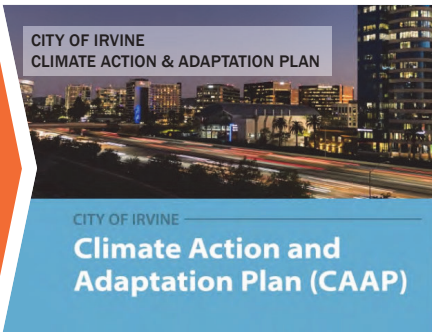
Embrace universal access and active community use for the lifelong health and wellness of users of all ages and abilities.



5.

Innovative & Cost Effective

Reduce capital and operational costs through innovative, efficient, and durable design choices.



If selected as your Architect, we will conduct further research, including discussions with City staff and other stakeholders to clarify and refine these objectives, which will guide the project from conceptual design through construction to operation as an exceptional legacy enhancement to the City's recreation programs.

Methodology

The first step in our approach is obtaining a thorough understanding of the City's goals and objectives. An initial workshop between the PE team, the City of Irvine, and key stakeholders will help us to achieve this understanding and to formulate our design strategy. We will establish key contacts/lines of communication and outline a work process framework, which will provide a

guide for working collaboratively as **one team**. The following work process will model the City of Irvine's five values: humility, innovation, empathy, passion, and integrity.

City of Irvine Value 1: Humility

First and foremost, the objectives of this project will be placed over any one member's self-interests. Our approach will consistently strive toward the

efficient and effective delivery of a healthy, high-performance place for sports and recreation for the City of Irvine.

City of Irvine Value 2: Innovation

Through the exploration of various design strategies, we will pursue innovative solutions (with regards to programming, MEP systems, etc.) that advance the project objectives.

Functional Flexibility

Before we begin the design phase, we will perform site walks with our consultants to ensure we understand the site and its constraints and opportunities, which will inform our design decisions.

Although, though not centrally located in the City, the new sports and recreation facility at Colonel Bill Barber Marine Corps Memorial Park has direct access to important bicycle routes that connect the majority of the City's villages. Such proximity provides an opportunity to establish this well-used and well-loved park as a new community hub, especially for bicycle commuters and recreational cyclists. By embracing opportunities to make this a better place to ride, we can enable a healthier and more sustainable form of transit.

The programming of this facility will reveal new functional flexibilities such as this, resulting in a facility that is greater than the sum of its parts. More than a gym and a parking lot, this project has the potential to become a model for the future, a venue for healthy living and wellbeing, a place that enables bicycling as a viable means of transportation, and foster new connections across diverse communities for many years to come.

Reduce Operational Cost through Innovation

The adoption of the City's recently-completed **Climate Action and Adaption Plan** is pivotal to this project. For example, Irvine Unified School District has installed PV carports and

EV charging stations at many of their schools, making visible, tangible efforts to reduce carbon emissions. The community takes pride in these efforts and sees the benefits of striving toward a more sustainable and resilient future. We aim to build upon this awareness and support for this project. Our team will explore options to meet the City's Climate Action and Adaption Plan while reducing the burden on the general fund - providing enhanced functional benefits to the community.

“Given where the City has direct operational control, coupled with our eventual carbon neutrality goal, we should likely focus our initial efforts on transportation (51%) and building energy (33%) GHG reduction measures – they constitute 84% of Irvine’s emissions profile.”

– Climate Action and Adaption Plan 2022

The Perkins Eastman and CMTA team has produced more Net Zero Energy projects than any other group in the country by applying creative solutions while controlling construction costs—critical to realizing high-performance outcomes. In fact, a recently-completed project designed by this team is targeted to be WELL certified, Net Zero Energy, and LEED Platinum certified.

Our goal is to reduce negative externalities, lower total cost of ownership, and focus on the mission of serving the local community. CMTA will develop energy model studies early in the design process to set a base case (LEED Gold equivalent) to Net Zero options, comparing operational savings and embodied carbon to complement the City's Climate Action and Adaptation Plan goals. Our team will guide the City through sustainability planning charrettes to



PONDEROSA PARK FAMILY
RESOURCE CENTER

target a Net Zero Energy Ready building while staying on budget.

CMTA's experience includes the insightful application of systems that leverage tax credit incentives provided by the Inflation Reduction Act (IRA); they can help the City capture this funding source to offset initial costs of systems to yield lifelong energy savings (thereby reducing utility expenditures). CMTA is uniquely qualified to evaluate the viability of innovative strategies - such as the use of hybrid ground source heat pump systems, photovoltaic systems, and batteries, to maximize savings for the City. PV structures and battery storage are particularly essential for the self-sufficiency of the facility in the event of an emergency, providing greater resiliency for the surrounding community.

Adrienne Tabo, Project Architect and LEED Coordinator and Juan Guarrín, Sustainability Specialist will aid the project team in early sustainability studies, goal setting, and coordination of final documentation for USGBC submission. Below is a list of select LEED projects completed as a collective team:

Silver

- Hoag Shady Creek Medical Center, Irvine
- Portola Springs Community Park, Irvine
- Liberty Community Plaza, Whittier
- Edison International Chino New Aircraft Operations Facility, Chino

Gold

- Ponderosa Park Family Resource Center, Anaheim
- Saddleback College Science Building, SOCCCD
- Quail Hill Community Center, Irvine
- Orange Coast College Recycling Center
- Orange County Sanitation District Headquarters, Fountain Valley (targeted)

Platinum

- UC Irvine Middle Earth Student Housing
- Cucamonga Valley Water District Frontier Project, Rancho Cucamonga
- The Martin Luther King Jr. and Putnam Avenue Schools, Cambridge, MA
- John Lewis Elementary School, Washington DC's first Net Zero Energy (NZE) and WELL Certified School
- Dunbar Senior High School, Washington, DC

City of Irvine Value 3: Empathy

Perkins Eastman's ethos is "Human by Design." This focus guides our design process and decisions, particularly with regards to outreach. Our outreach process is designed to capture multiple perspectives from stakeholders through inclusion and participation to create a shared vision that embodies the project objectives. Not only does our team understand the importance of community input, we also have a deep understanding of the makeup of Irvine's village communities. Twenty-five individuals included in this proposal team are Irvine residents.

Additionally, Kimberly Coffeen, as former Director of Facilities Planning at Irvine Unified School District, has supported Irvine in various capacities for over 10 years by listening to its community's needs. Building upon the City's many partners, our team can assist in facilitating a communication plan for Irvine's multilingual community to enhance the outcome of the outreach process and the success of this project.

Universal Access

During a preliminary site walk, we observed many visitors at the park who were walking with strollers or walkers or even gliding on inline skates. During the programming phase, we will discuss ways in which the design, adjacencies, and massing of the various parts can enable universal access to meet the needs of visitors of all ages and physical abilities.

"Walking in their Shoes" Workshop

As part of the design process, for each specific group of visitors, we will define a visitor's profile, their daily journey through the facility, likely hours of use, and needs. This study will provide a more comprehensive perspective of the users and their impacts on the programming analysis. This study will be accompanied by the events schedule and anticipated capacities for programming refinement.

City of Irvine Value 4: Passion

Many of our team members live and work in Irvine. Because of this, we are passionate about the improvement of the City and have a personal interest in the success of this project (refer to the graphic on (see page 48, Figure 4.1) to see where our team members reside, as well as places that our team has positively contributed to the built environment of the City.

Wellness of a Community

Individual wellness requires wellness of mind, body, and spirit. Our activity level, general health, and nutrition obviously support the wellness of our body, but mental health is essential too. Stress can have a major impact on overall health, so moments of respite are particularly important. Connections to nature and to our community are vital to our mental and physical wellbeing. With the recent creation of the Health & Wellness Community Engagement Steering Committee, it is clear that the City of Irvine and its residents see the value of strengthening the health and wellness of the community.

"In March 2023, the City of Irvine launched the Health & Wellness Community Engagement Steering Committee. The role of the steering committee is to identify current community assets and gaps, guide the development of a community survey, and provide input into Irvine's multi-year health and wellness plan."

Our team's focus on individual wellness is evident in our prioritization of daylighting, thermal comfort, acoustics, and air quality. We will bring our passion for designing healthy buildings into this project by using analytical data and research-driven design strategies

to make informed decisions that promote individual and community wellbeing. CMTA will provide indoor air quality levels informed by the latest research, focusing on fresh air and improved filtration. Additionally, a low-cost building pressure test will help ensure less air leakage, resulting in energy savings and reduce wildfire smoke ingress. Emphasis will also be placed on enhancing natural light and using affordable LED lighting strategies to support occupant circadian health. Perkins Eastman has established a Healthy and Mindful Materials database that will support your health, wellness and sustainability goals.

Juan Guarín (Sustainability Specialist) will contribute his knowledge of LEED and WELL operations to our sustainability analysis, and Trang Nguyen (Interiors and Mindful Materials Expert) will set performance targets for each major building material, beginning with those most prone to human exposure. Commodities that provide product-specific material health disclosures, such as Health Product Declarations, Declare Labels, or Cradle-to-Cradle Certifications, will identify chemicals of concern within building products, will be prioritized.

City of Irvine Value 5: Integrity

As the Principal in Charge of the project, Diego Matzkin will be responsible for instilling a shared sense of integrity regarding the project values and objectives into the team. With experience in the management of complex civic projects that include extensive community participation, Diego understands the consistent energy and commitment necessary to maintain a project's integrity when subjected to the often-demanding pressures of the civic design and construction process. Diego will support Eric Pan and Kim Coffeen in critical activities related to project management and community outreach. Our team's leadership, as well as its personal interest in seeing the City of Irvine thrive, will

ensure our team's commitment throughout the project.

Financial integrity is equally important to the project's successful implementation and community support. Our team is dedicated to finding design solutions that will reduce operational costs through improved performance. Additionally, we will assist the City in seeking potential incentives to augment the City's funding sources, such as:

- Inflation Reduction Act (IRA) tax credits for PV panels/structures, battery storage, and/or geothermal heat pumps;
- SCE Charge Ready Rebate Program rebates for EV infrastructure costs; and
- CALeVIP, California Energy Commission rebates for EV station costs.
- Based on the Energy Community maps from DOE, Irvine is an Energy Community. If a geothermal HVAC system is a viable option for this project, the city is eligible for a 50% rebate.

PROJECT APPROACH / METHODOLOGY
QUICK REFERENCE:

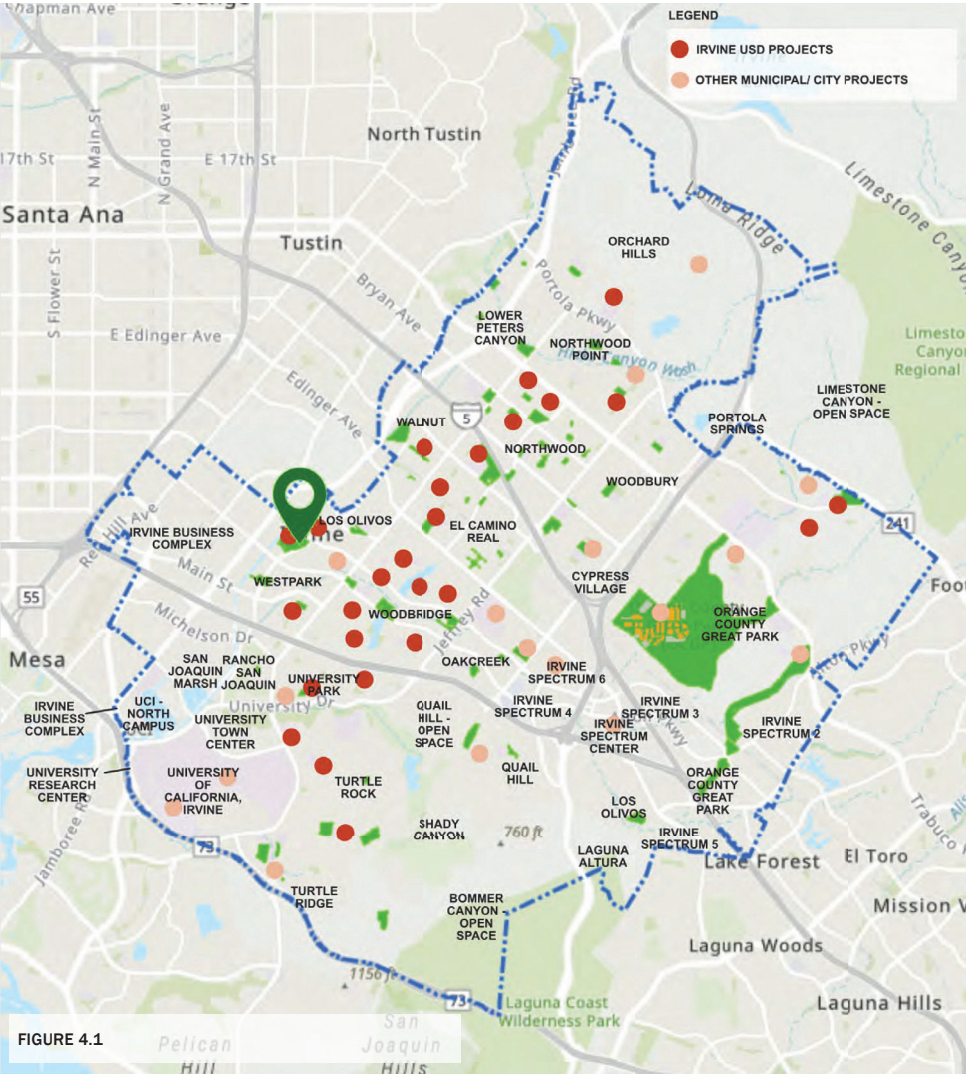
Implementation of the requirements and provisions of the scope of this project, pages 41-47.

Knowledge of the project's objectives and existing conditions, assumptions, potential issues and challenges and the approach to minimize disruptions to performance, pages 42 - 43, 48 - 57.

Efficient use of work force, material resources, equipment, and technology to complete the project, pages 58 - 59.

Detailed project schedule and deliverables, pages 58 - 60.

MAP OF OUR TEAM PROJECTS IN IRVINE



PROJECT SITE ACCESS PATHWAYS

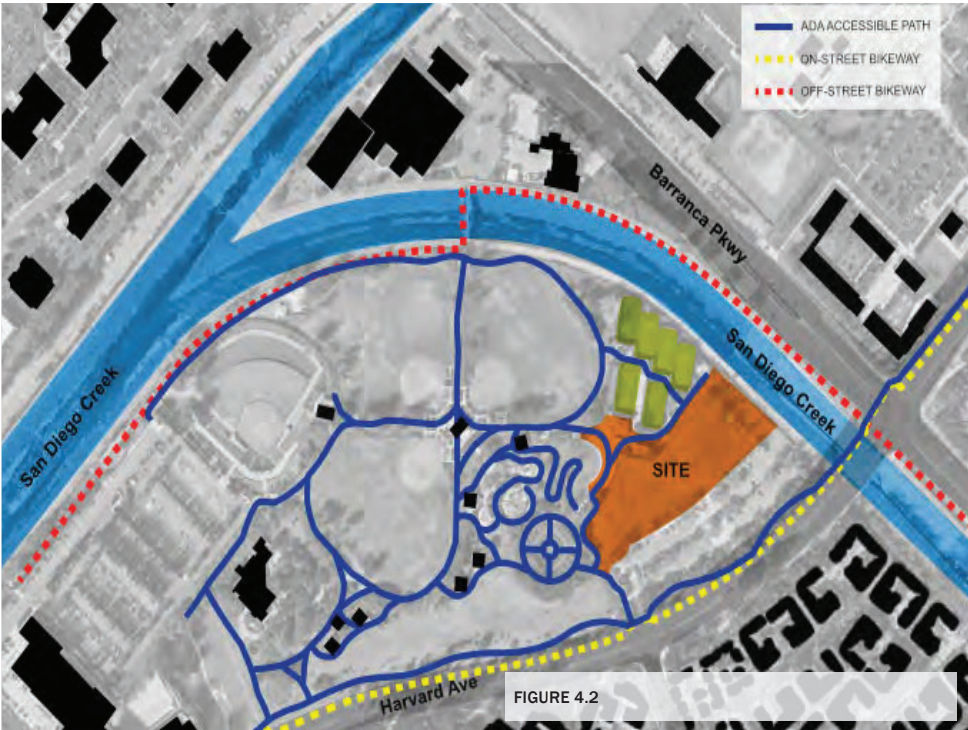


Figure 4.1

The graphic on the left illustrates our Team's experience, working on projects located in Irvine. The project sites are throughout the city, in the Villages and various communities that make up the diversity of Irvine. Many of these projects required **community outreach** meetings to inform the neighbors of projects and obtain input on their concerns and interests.

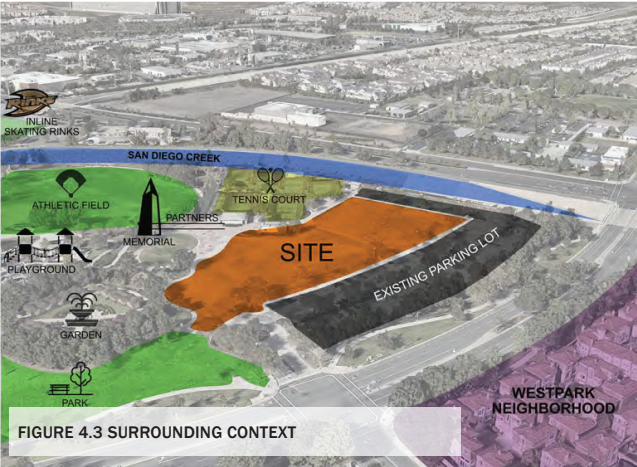
Figure 4.2

The graphic above illustrates the existing conditions for various non-vehicular modes of access. A challenge for the development of this project will be the assessment of parking needs based anticipated impacts from sporting events and community activities. Consideration may be given to enhancing non-vehicular modes of transportation by providing more direct access to existing trails and pathways. Additionally consideration will be given to minimizing the disruption to the Park operations and activities while the project is under construction, such as placement of construction lay-down areas, maintaining parking and pedestrian access.

Project Site Context Studies

As part of the research of the existing conditions and identification of potential opportunities and challenges, the graphics below begin to illustrate the existing context and relationships to the initial objectives listed on page 42 and 43. The surrounding context responds to Objective 1 History and Heritage; natural context responds to Objective 2 Efficient and Resilient and Objective 5 Innovative and Cost Effective and the access routes respond to Objective 4 Universal Access. This method of exploration of the site reveals opportunities for highlighting views of the park and the distant mountains, connecting to primary circulation pathways and monuments, orientating the building to optimize natural light, and using the existing grades to shed stormwater. To focus on one specific challenge, stormwater management, our Civil engineer and Landscape designer will address the site drainage to effectively accomplish the following:

- 1. Transition from a traditional drainage system, that classifies stormwater as an effluent, to a drainage system that manages stormwater as a valuable resource through the use of Low Impact Development (LID);
- 2. Generally maintain the existing drainage patterns during larger storm events to decrease the likelihood of downstream flooding;
- 3. Achieve consistency, where feasible, with the EIR and approved master plan.

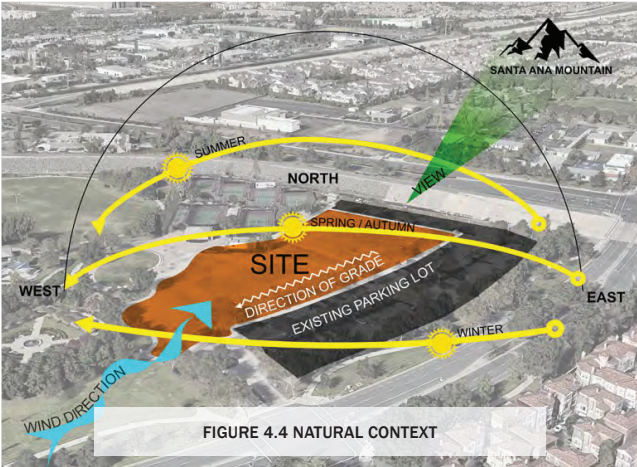


Today's Design Philosophy in Addressing Stormwater Runoff

From traditional stormwater management engineering approaches, we have learned that urbanization tends to increase runoff, and urban drainage design tends to concentrate runoff and speed its rate of discharge. Both factors adversely affect downstream natural watercourses by throwing this delicate equilibrium out of balance and causes both flooding and erosion that leads to the destruction of valuable habitat.

The stormwater design proposed for this Project reverses the trends in urban drainage design that are most damaging to the environment. The on-site drainage system will capture all storm events up to the 85th percentile storm event. Pending information from percolation tests, the priority will be to infiltrate the 85th percentile storm event such that there will be zero stormwater runoff from the site. This drainage strategy more closely mimics a natural hydrologic pattern. If infiltration is feasible, approximately 80% of the annual rainfall that falls on the project site will be treated and retained on-site without discharging to the downstream storm drain system and in turn the San Diego Creek, Newport Bay, and Pacific Ocean. If infiltration is not feasible, approximately 80% of the annual rainfall that falls on the project will be detained and discharged with peak runoff rates that match existing

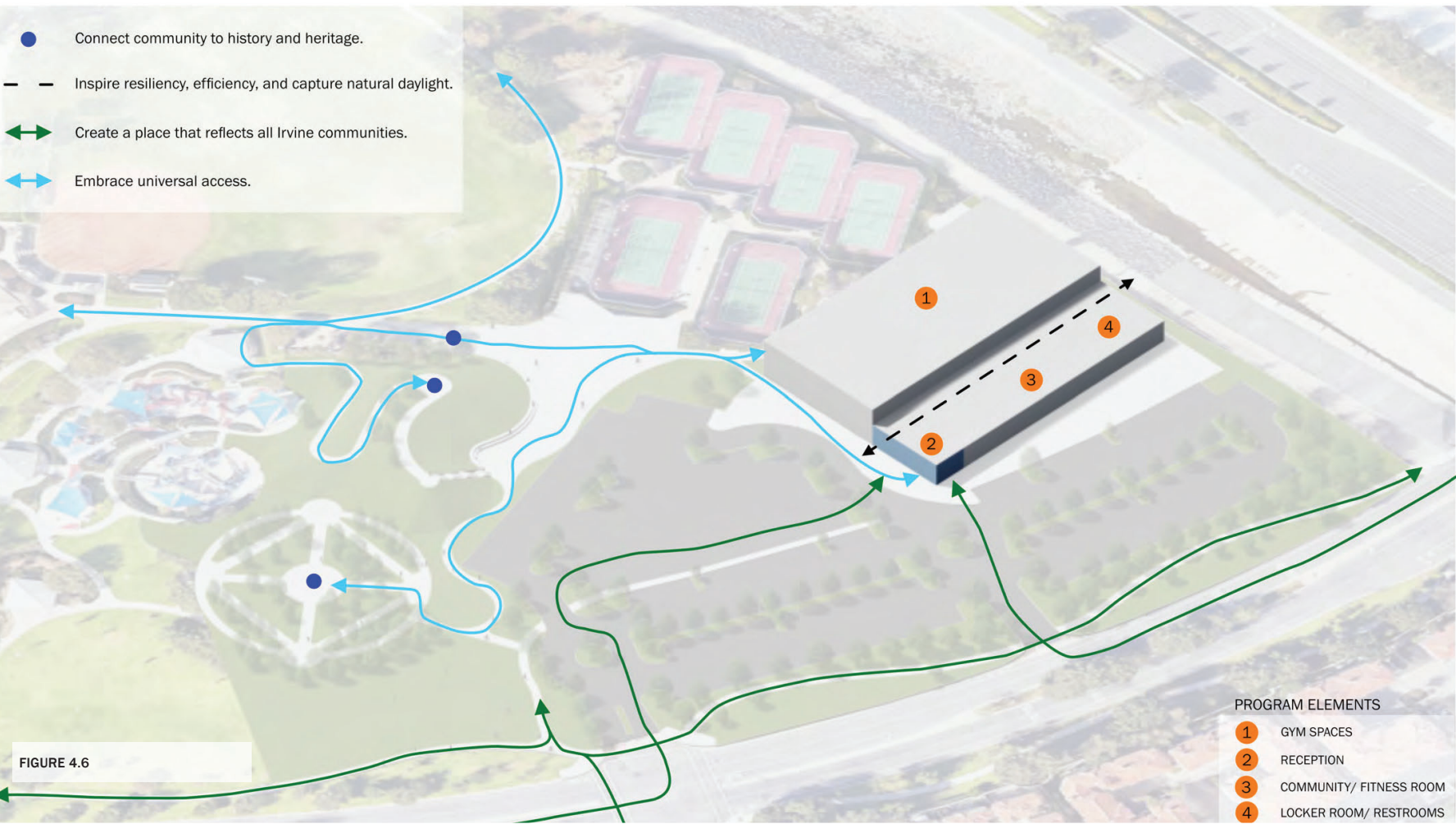
peak runoff rates. The site currently flows to Harvard Avenue and will continue to do so in the proposed condition. All storm drain conveyance systems will connect to the existing City infrastructure within Harvard Avenue. Any detention will be sized to limit peak runoff rates discharged from the site to the existing condition to reduce the potential from downstream flooding due to the project development.



Concept 1

PROJECT OBJECTIVES #1 - #4

- Connect community to history and heritage.
- — Inspire resiliency, efficiency, and capture natural daylight.
- ↔ Create a place that reflects all Irvine communities.
- ↔ Embrace universal access.



Concept 2

PROJECT OBJECTIVES #1 - #4



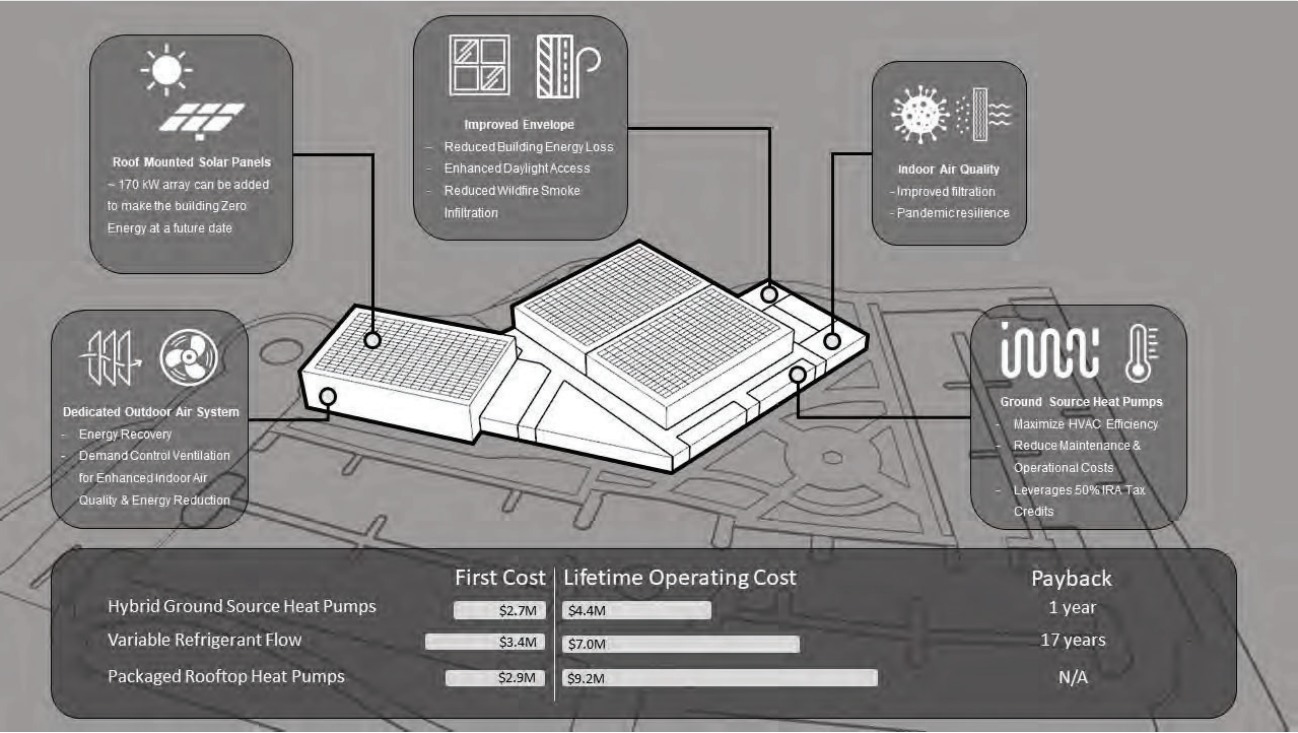
Project Objectives #2 & #5

Effective and Resilient / Innovative and Cost Effective

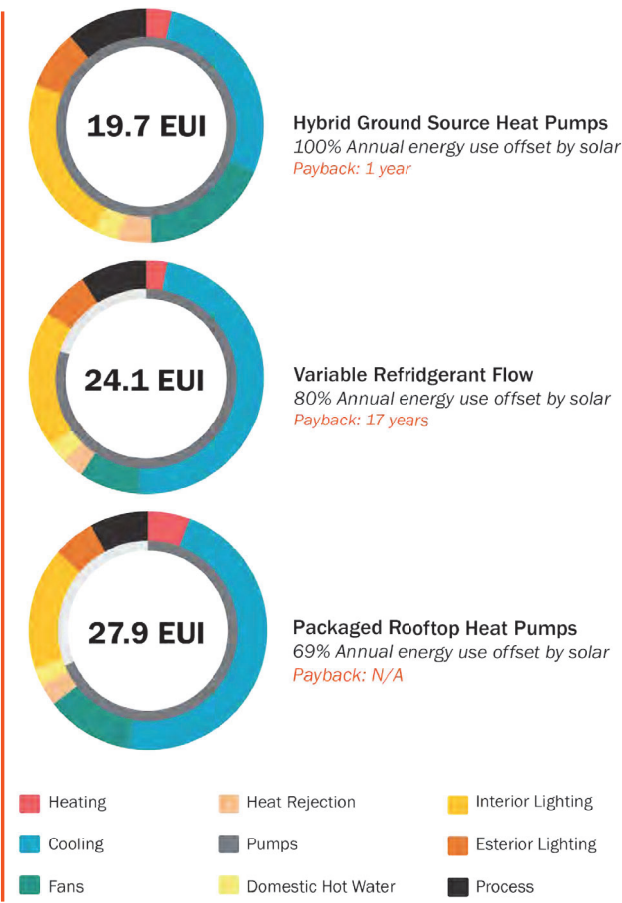
Our team will explore options to meet your LEED Gold equivalent target, while reducing the burden on the general fund; both in first cost and lifetime operating cost. Below are three HVAC system approaches studied by CMTA using an initial building model with a wall to window ratio, orientation and HVAC system assumptions. The studies may explore options to achieve Net Zero in the future so that the design accommodates that potential project, if desired. Please refer to page 44 - *Reduce Operational Cost through Innovation* for additional information on the approach and experience of CMTA Engineers. They bring extensive engineering experience on the

design of ground source heat pumps and applicable funding sources to make it “pencil out”, if the site conditions support this approach.

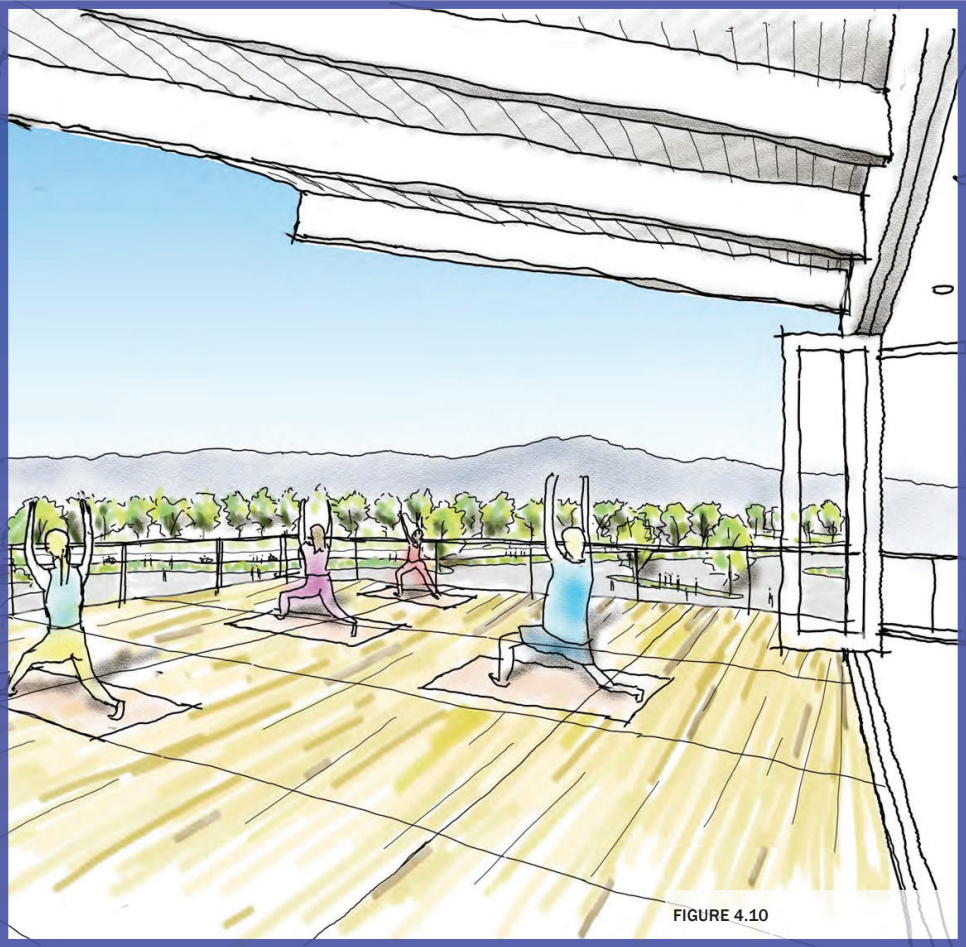
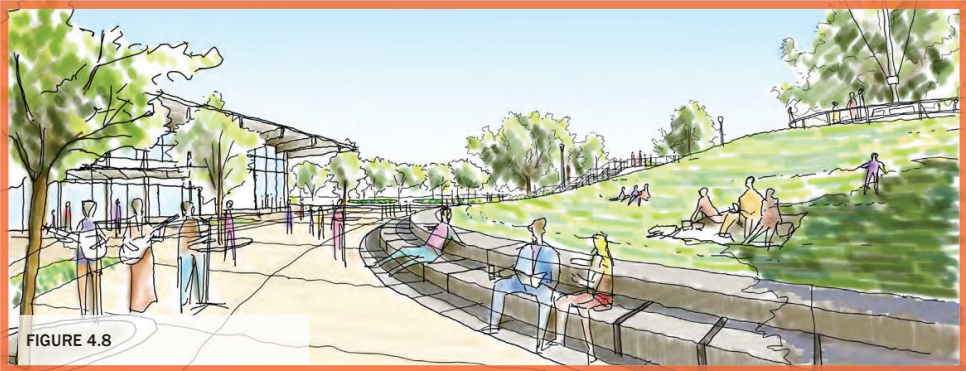
All of these studies can be done in the early concept design phase using the technology programs noted on page 56. During the programming phase, we will define a clear understanding of events, hours of operation and occupant loads to explore creative space adjacencies and separations to investigate HVAC zoning for improved efficiencies.



Energy Use Intensity Based on Three HVAC Approaches



Concept 2 Experience Sketches



Architectural Character and Design Considerations

The site of Colonel Bill Barber Marine Corps Memorial Park is located in Planning Area 14; requiring a Cosmopolitan Mediterranean Architectural Style. By show of examples to the right and the select project pages in Section 2, Perkins Eastman elevates the definition of style to cohesively respond to the site's natural and physical context to visually enhance the surrounding neighborhoods while achieving a high level of building performance.

To illustrate our process and how we will engage in programming and design with you and all stakeholders, we have developed initial project objectives as well as a set of some architectural characteristics and design considerations for this type of project for your review.

Architectural Character

- 1. Main building entry should be visible, articulated and clear. Activate main building entry by positioning interior and exterior public spaces adjacent to it. Maximize transparency of the facade near the building entry and through the building to visually see activities inside.
- 2. Main lobbies shall be tall and generous. Double height spaces are acceptable. Create programming opportunities for engaging with the lobby space from multiple elevations, places for gathering to connect people and the community context.
- 3. The facade articulation should modulate long and tall building masses to create visual focus and interest, and create a welcoming pedestrian experience. There shall be no expansive, blank un-articulated solid walls. The facade articulation may be achieved but not limited to change in materiality and/or color, and fenestration patterns. All facade elevations are to be designed and considered with equal significance.
- 4. Views into and out of the facility should be strategic to create an animated facade and awareness of the activities occurring within the building while capturing uniform natural daylight and views out to the activities surrounding th building as well as the view corridors beyond the building's boundary. The facade window placement and size should consider the following priorities:
 - Overall unifying design
 - Achieving building performance targets
 - Achieving optimal function; good lighting, no glare
 - Accessing and optimizing views and transparency
- 5. Select materials that are true to what they are. Materials innate characteristics should not be concealed, but reflected in the way in which the material is used.

Design Considerations

- 6. No "back of house: areas but intentionally designed interstitial spaces. Safe spaces with good visibility and site lighting.
- 7. Paths, stairs, ramps and other means of circulation located at rational junctures of building entries and adjacent pathways for intuitive wayfinding from the park and parking lot edges.
- 8. Prioritize design elements that align with health and wellness; such as natural daylight, views of nature, indoor air quality and ventilation, healthy materials (low to no-VOCs) and materials that are durable and easily maintained without the use of harsh chemicals.
- 9. Employ healthy materials only. Materials that are demonstrated to be harmful to human health may not be used. Follow guidelines and framework provided by the Living Building Challenge Red List Free, the WELL Materials and Healthy Buildings Network resources.
- 10. Design strategies are to demonstrate how the building systems and finishes have low maintenance needs.
- 11. Create an exciting and intuitive entrance experience of all these users, supervision and safety through transparency, visibility and placement of user supportive program elements along primary entry points and major interior circulation pathways.

These initial architectural character and design considerations are to provide a common, unified platform upon which the project will be developed. They will be reflective of the desired Planning Area 14 aesthetics and the input obtained from the stakeholder engagement while respecting the stylistic Mediterranean goals expressed for this park site.



Work Plan and Schedule

Efficient use of Workforce, Material Resources, Equipment, and Technology

The following work plan outlines in detail the specific activities, tasks, durations and sequences required to complete the project within the constraints defined in the scope of services. This work plan is intended to guide the project team towards the identified project goals and outcomes to fulfill all the responsibilities of the contract, as an agile document. A primary management task of the project team is to review it and update it on a regular basis to effectively track its progress, identify critical path decision points and also to function as a tool to anticipate and diffuse potential obstacles to achieve the project goals. The work plan also allows the project team to efficiently plan for the use of its work force and material resources so that these are available to timely address the project demands. Diego Matzkin, Managing Principal, and Eric Pan, Project Manager, will closely evaluate the project progress on a weekly basis and make adjusts to staffing based on the services required with the talent available in the firm. The Costa Mesa Perkins Eastman Studio frequently collaborates and shares talent resources along West Region studios totaling over 200 architectural designers, planners and technical support.

Achieving the Required Outcomes and Fulfilling the Responsibilities of the Anticipated Contract

One of the most critical aspects of any complex design project is securing timely decisions and approvals from a diverse number of project stakeholders. The role of digital equipment and technology is essential to establish transparent communication and generate the clear documentation and analysis that is required for informed decision-making. The design team will employ a number of technology tools to assist in visualization

of design concepts and analytical building performance data. This will promote expeditious review, understanding and discussion of relevant issues and facilitate adoption of solutions presented by the project team. The following is a summary of the programs we use and for what purposes.

Design Tools

Perkins Eastman demonstrates a commitment to integrating technology into design by leveraging visualization and analysis to make our designs more creative, informed, and intelligent. These efforts are supported by a team of design technology specialists who provide training and insight into tools which enhance architecture in an evolving technological landscape. Perkins Eastman’s technological offerings specifically benefit the City of Irvine include:

Photo-realistic visualization (Enscape, V-Ray, Lumion) which enable visual communication with our clients at every stage of development. In addition to evocative images, Perkins Eastman also offers drone footage, virtual reality experiences, 360 immersive imageries, and animations, to provide immersion and context.

Sustainability Analysis (Cove Tool, IESVE, Helioscope) provides streamlined analysis to achieve energy, daylight, glare, water, photo-voltaic and carbon targets while also reducing construction cost. We offer the first cloud-based network of tools to create interconnectivity between all teams working in the design and pre-construction cycle — reducing risk, boosting transparency and maximizing productivity.

Building Information Models (Revit, Rhino, Sketchup) provide a clear vision of our project and contributes to our ability to make better decisions faster. Benefits of utilizing BIM models include three-dimensional representation,

enhanced collaboration with engineers and contractors, and a more accurate representation of the building. This can result in better cost control, shorter construction time and reduced risk during construction.

Data Analytics (PowerBI, Powerapps) is used to inform decisions in the Pre-Design phase. These capabilities allow us to explore the impacts of different planning scenarios design strategy concepts.

Spatial Analysis (Dynamo, Grasshopper) allows our designers to understand and communicate how a design functions, enabling informed decision making early in the design process. Certain ways of analyzing space have been found to correlate with human behavior, and spatial analysis is to forecast the likely effects of our designs on those who inhabit it.

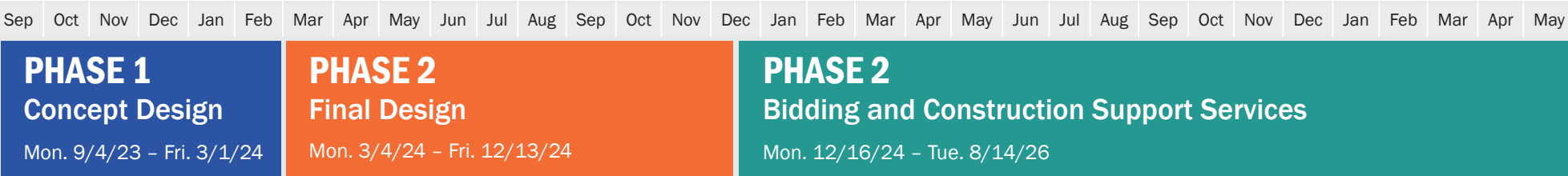
Machine Learning (Dynamo, Grasshopper, Python, C#) enables us to utilize all of what is emerging to produce the highest quality designs. By incorporating generative design for optimization, our designers are enabled to explore more design options quicker.

Collaboration Tools (Bluebeam Studio Session) we utilize Bluebeam Studio to support the One Team approach, allowing multiple reviewers to make comments “live” for all team members to see. This process streamlines the effort and time needed during review tasks; allowing reviewers to work on comments simultaneously when the design team prepares responses and alternate solutions, if required. As part of the graphic illustrations prepared in this proposal, we used BIM, IESVE and Helioscope to generate building massing, energy use intensities and photo-voltaic production.

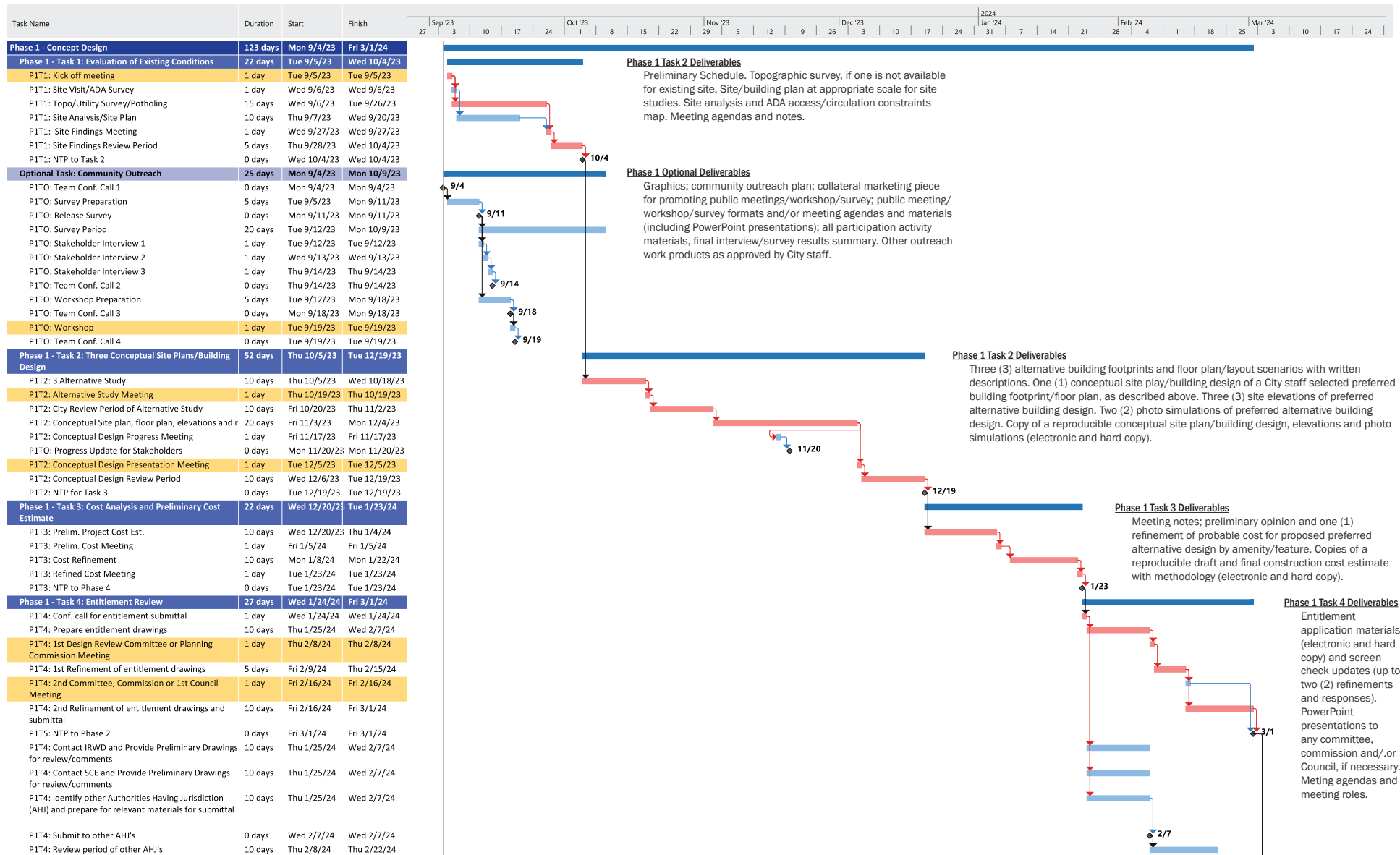
Coordination Of Community Outreach

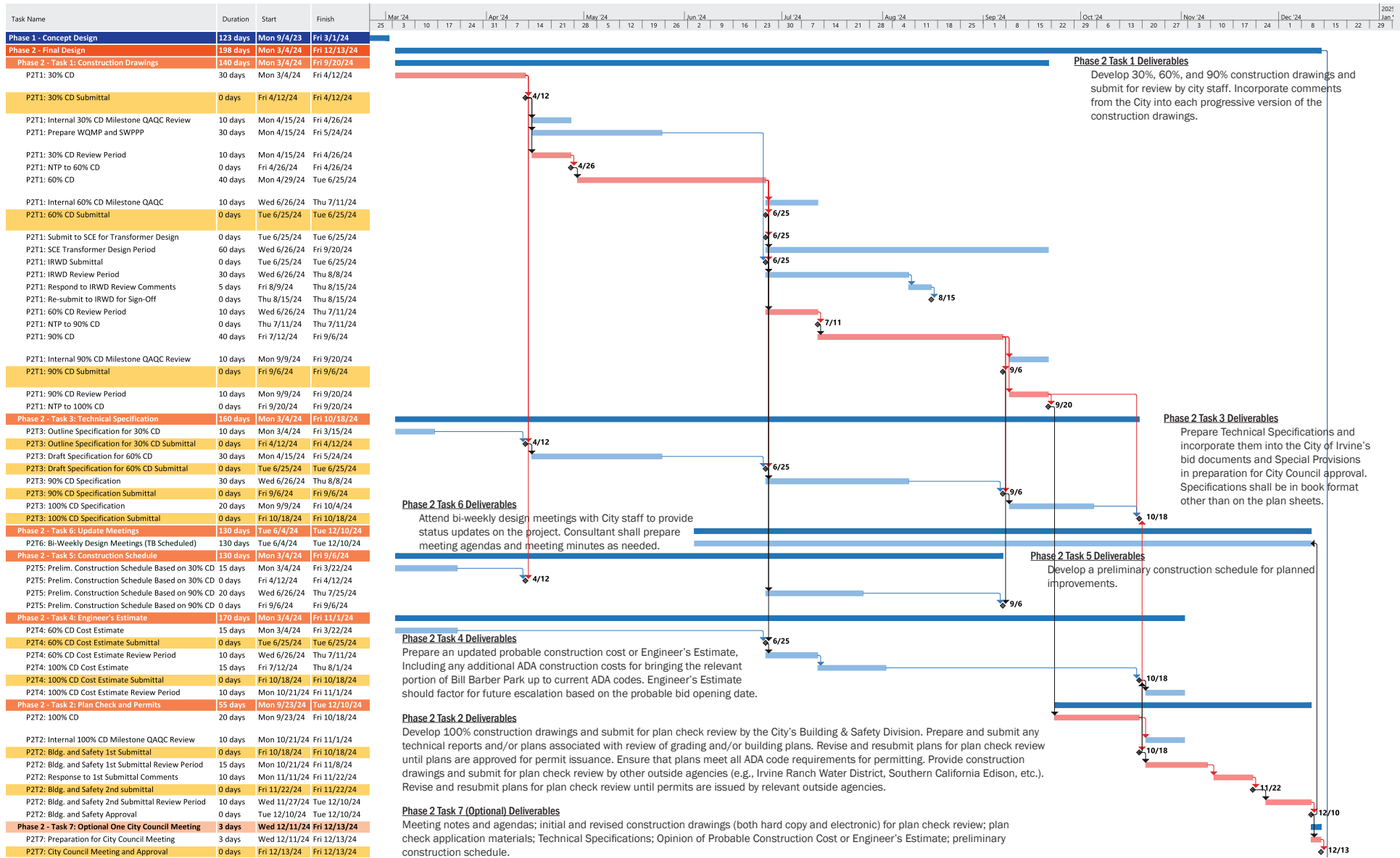
For the Optional Community Outreach task, we propose that this work be done in parallel with the evaluation of existing conditions. Engaging the three stakeholder groups early will allow for the formulation of relevant questions for the broader community survey. The input from this exploration will be the framework for finalizing the program objectives, identifying the variety of users and the their unique needs. Our Director of Design Research, Emily Chmielewski, will assist in developing the framework of the research survey. Her approach leads to better-informed decision-making that can result in improved stakeholder outcomes and experiences. We will assist the City in creating engaging digital announcements (in multilingual translations) to post to their partners through social media platforms, the City website, mailings and on display at civic centers, libraries and in person community events in early September to increase awareness of this project and interest in responding to the community survey. Additionally, we propose that a combined Stakeholder meeting be held 75% into the development of the three conceptual site plans, to give an opportunity for the initial stakeholder groups to be presented the findings of the outreach and to visualize the impact this input has on the project objectives, program and concept site designs.

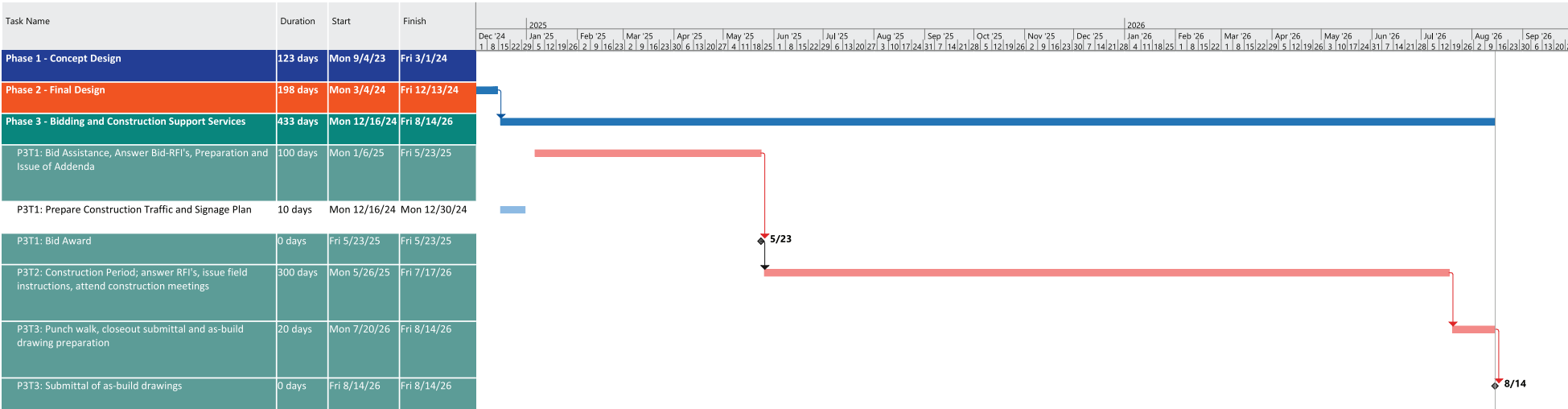
Overall Project Schedule



Start: Mon. 9/4/23Finish: Tue. 5/5/26







Phase 3 Task 1 Deliverables

Provide responses to contractor Requests for Information (RFIs) during subsequent bidding and construction phases of development. If there is a design error or if clarification is needed, timely provide and submit the necessary documentation for Building and Safety approval so as not to impede the construction schedule. Provide a weekly report of RFI response status.

Phase 3 Task 2 Deliverables

Attend pre-bid meeting(s). Attend pre-construction and routine construction meetings as needed (approximately 40 hours).

Phase 3 Task 3 Deliverables

Provide submittal review and response during the construction phase. Provide a weekly report of submittal status.

Phase 3 Task 4 Deliverables

Provide research and analysis related to contractor requests for change orders.

Phase 3 Task 5 Deliverables

Develop a punch list and conduct final review and closeout of project.

Phase 3 Task 6 Deliverables

Verbal and written responses to contractor RFIs and change order requests; updates on meetings and visits/observations; punch list/tracking matrix and final as-built drawings (electronic and hard copy).



ATTACHMENT II

6. Pricing Proposal

Fee Schedule Pricing

SCOPE OF WORK	FEE
Basic Services	
Phase 1 – Concept Design	\$823,500
Phase 2 – Final Design	\$1,734,800
Phase 3 – Bidding and Construction Support Services	\$630,800
Total (Basic Services)	\$3,189,100
Optional Services	
Stakeholder Interviews and Workshop	\$55,500
Community Survey	\$15,000
Communication Plan and Support	\$15,000
Total (Community Outreach)	\$85,500

General Assumptions

- Phase 1 fee includes an allowance of \$35,000 for geothermal well investigation. Scope of work to be defined and confirmed after initial geotechnical investigation.
- Professional fees are based on estimated effort to complete tasks outlined in the RFP as follows: 3,400 labor hours for Phase 1, 7,500 labor hours for Phase 2 and 2,800 labor hours for Phase 3.
- Revisions to the tasks required and/or schedule duration may require commensurate adjustment to effort and proposed professional fees.
- Project scope anticipates surface parking only at this time. Determination of elevated parking requirements or structures will require additional effort and consultants not included in this proposal.
- Existing storm drain utilities provide adequate capacity for the anticipated site improvements. Offsite improvements are not anticipated nor included in this proposal.
- Off-site improvement such as new driveway encroachment to the public street or utilities are not anticipated nor included in this proposal.
- Minimum LEED Certified equivalent design is included. Development of documents and/or submittal to the USGBC is not anticipated to be required and not included in this proposal.
- Furnishing, fixtures and equipment (FF&E) selection and procurement shall be provided by the City. Architect will coordinate with City selections.
- Construction will be procured and completed through a single general construction contract with duration as outlined in the proposed project schedule.
- Construction work will be procured through a single public bid process. Alternative delivery methods are not anticipated and support for those methods are not anticipated in this proposal.

Hourly Rates

FIRM ROLES / TITLES	RATE
Perkins Eastman – Architectural Design	
Principal-in-Charge	\$325.00
Principal	\$285.00
Project Manager	\$275.00
Architect of Record	\$275.00
Senior Project Architect	\$215.00
Intermediate Architect	\$185.00
Junior Architect	\$165.00
Senior Designer	\$225.00
Designer	\$140.00
CADD / BIM	\$125.00
Administrative Support	\$85.00
Petra Structural Engineers – Structural Engineering	
Principal	\$215.00
Project Manager	\$185.00
Project Engineer	\$155.00
CAD Drafter	\$105.00
Clerical	\$70.00
Kimley-Horn – Civil Engineering	
Principal	\$400.00
Senior Professional II	\$285.00
Project Manager	\$215.00
Analyst II	\$185.00
Analyst I	\$165.00
EPT Design – Landscape Architecture	
Principal	\$230.00
Senior Associate	\$180.00
Associate	\$155.00
Project Manager	\$125.00
Project Captain	\$110.00
Designer	\$100.00
Administrative	\$85.00

Hourly Rates

FIRM ROLES / TITLES	RATE
CMTA – Mechanical / Electrical / Plumbing / Fire Protection / IT	
Principal	\$345.00
Senior Project Manager	\$318.60
Professional Engineer	\$297.00
Project Manager	\$275.40
Senior Mechanical / Electrical Engineer	\$259.20
Engineer	\$243.00
Designer	\$199.80
Clerical	\$156.60
Leighton Group – Geotechnical Engineering	
Senior Principal	\$345.00
Principal	\$290.00
Associate	\$260.00
Senor Project Engineer / Geologist	\$235.00
Project Engineer / Geologist	\$215.00
Senior Staff Engineer / Geologist	\$185.00
Staff Engineer / Geologist	\$170.00
GIS Analyst	\$180.00
CAD Operator	\$155.00
Project Administrator / Word Processor	\$90.00
OCMI, Inc. – Cost Estimating	
Principal	\$285.00
Director	\$265.00
Cost Manager	\$192.00
Senior Estimator	\$182.00
Cost Estimator II	\$167.00
Cost Estimator I	\$157.00
Administrative Assistant	\$87.00
Linscott Law & Greenspan – Parking Consultant	
Principal	\$289.00
Planning / Design Manager	\$242.00
Senior Engineer	\$219.00
Engineer / Planner	\$194.00
Engineer Associate	\$139.00



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
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Corporation Name		PERKINS EASTMAN ARCHITECTS					
Entity No.		2801767					
Formed In		NEW YORK					
Street Address of Principal Office of Corporation							
Principal Address		115 5TH AVE # 3FL NEW YORK, NY 10003					
Mailing Address of Corporation							
Mailing Address		115 5TH AVE # 3FL NEW YORK, NY 10003					
Attention							
Street Address of California Office of Corporation							
Street Address of California Office		None					
Officers							
Officer Name		Officer Address		Position(s)			
■ LAWRENCE BRADFORD PERKINS		115 5TH AVE # 3FL NEW YORK, NY 10003		Chief Executive Officer			
Mary-Jean Eastman		115 5TH AVE # 3FL NEW YORK, NY 10003		Secretary			
+ SHAWN BASLER		115 5TH AVE # 3FL NEW YORK, NY 10003		Chief Financial Officer			
Additional Officers							
Officer Name		Officer Address		Position		Stated Position	
None Entered							
Agent for Service of Process							
California Registered Corporate Agent (1505)				REGISTERED AGENTS INC Registered Corporate 1505 Agent			
Type of Business							
Type of Business				ARCHITECTURAL SERVICES			
Email Notifications							
Opt-in Email Notifications				No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.			
Labor Judgment							
No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.							

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Lawrence Bradford Perkins

Signature

06/05/2023

Date

B1825-3697 06/05/2023 9:22 AM Received by California Secretary of State