

**AMENDMENT TO  
“AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES”**

THIS AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES is made and entered into as of November 12, 2024 by and between the CITY OF IRVINE, a municipal corporation (“City”) and M. ARTHUR GENSLER JR. & ASSOCIATES, INC., a California corporation (“Consultant”), for the purpose of amending the written “Agreement for Professional Consulting Services” entered into between City and Consultant as of March 27, 2024, City of Irvine contract number 21398 (the “Agreement”). Consultant is included on the City of Irvine 2024 On-Call Program List.

1. PART V, BUDGET, is modified to implement a not-to-exceed project contract value of \$402,795.00 for the Scope of Work in accordance with EXHIBIT I, attached hereto.
2. Except as set forth in this Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

*(Signatures follow on next page)*

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

**CITY OF IRVINE**

**M. ARTHUR GENSLE JR. & ASSOCIATES, INC.**

DocuSigned by:  
By: *Sean Crumby*  
DOB786D14D324B0...  
Sean Crumby

Its: Director of Public Works & Sustainability

DocuSigned by:  
By: *Anne Bretana*  
3E9105B7C22D44B...  
Anne Bretana

Its: Managing Director/Principal

Signed by:  
By: *Oliver C. Chi*  
7809AA719A2B4C7...  
Oliver C. Chi

Its: City Manager

DocuSigned by:  
By: *David Loyola*  
7A7A79D1D56649F...  
David Loyola

Its: Design Director/Principal

Attest:

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

Its: City Clerk

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

DocuSigned by:  
By: *Jeffrey Melching*  
D4BE969C180048B...  
Jeffrey Melching



October 22, 2024

Brian Polivka  
Great Park Project Manager  
City of Irvine  
1 Civic Center Plaza  
Irvine, CA 92606

Re: City of Irvine On-Call Services – Hangar No. 10, Structural Assessment and Design Services

Subject: **Proposal for Building Assessment and A&E Design Services**

Dear Brian,

Gensler is excited to have the opportunity to provide Professional Structural Assessment and Design Services for the restoration and modernization of Hangar 10 at the Great Park in Irvine.

Gensler, a global leader in design, has a long history in Irvine, including past engagements that are near the property. We bring practice area expertise that include adaptive re-use, retail, food & beverage offerings and mixed-use and community focused environments. We offer programming, planning, management and design expertise. We have assembled a best in class and full services team from our extensive network inclusive of Architectural, MEP, Structural, Waterproofing and Cost Estimating.

Gensler has worked on numerous world class projects, and we understand the power a clearly articulated project vision has on giving a project such as this the momentum it needs to secure key partners and community support. We are committed to Irvine's success and would be thrilled to work alongside you in the development of this project.

This proposal, building on the provided documents from the City, outlines an Assessment/Due Diligence and Programming through Project Delivery of the complete project including establishing:

- Architectural, structural, MEP, and waterproofing Due Diligence phase to understand the buildings strengths and deficiencies which will help us understand how to retrofit the building to meet the City of Irvine and the Community needs.
- Key programmatic opportunities for future multi-function users and their potential needs
- Strategy for re-use, retrofit, and celebration of the existing structure to maximize flexibility and ceiling heights.
- Integrated services that support the future growth and opportunities of the Great Park
- Proposing sustainable options that celebrate the long-term vision of the Great Park
- Overall project budget outlining opportunities and constraints for decisions



**A. PROJECT**

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**Project Description**

The design services shall include a Building Assessment to convert the existing building into a shell space suitable for multi-tenant leasing. The proposed “shell” will be designed and modified to support multi-tenant systems (i.e. electrical switchgear without distribution, rooftop HVAC units without distribution, plumbing stubbed under the slab, common or multiple grease interceptor(s) with lateral grease line under the slab). In addition, other modifications to be included in the design services are modifications to:

- Removal of the existing sliding hangar doors and installation of a glass curtain wall.
- Create new storefront openings in the “south” façade of the building. Provide structural framework for approximately 5 – 10’h by 16’w openings in south wall.
- Hangar 10 will be part of a multi building food and beverage development site as depicted on Exhibit “C”.

**Project Schedule**

We understand the intent is to have construction documents issued to the city within 20 weeks of the start date. Please note that the schedule below is based on assumptions, and the schedule will be further refined with the City of Irvine team during the Kick-Off or Programming Phase of the project. The schedule will be monitored and modified as required during the life of the project.

**Phase 1 – Pre-Design / Building Assessment /Programming**

Kick-Off, Due Diligence, Programming 4 Weeks (estimated)

**Phase 2 – Design through Completion**

Schematic Design 4 Weeks (estimated)

*(Client approvals will be made at the weekly meeting. Cost estimating will occur at the end of the 4 weeks, and any value engineering will occur during design development to keep the schedule moving on a continuous track)*

Design Development 5 Weeks (estimated)

*(Client approvals will be made at the weekly meeting. Cost estimating will occur at the end of the 5 weeks, and any value engineering will occur Construction Documents to keep the schedule moving on a continuous track)*

Construction Documents 6 weeks (estimated)

*(Client approvals will be made at 70%, 90%, Final during the weekly meetings. Cost estimating will occur at 90%)*

Plan Check 8 – 9 Weeks (estimated)

Bidding 4 Weeks (estimated)

Construction / Close Out estimated 28 weeks (20 weeks construction)



## **B. SCOPE OF SERVICES PROVIDED BY GENSLER**

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### **PHASE 1 – PRE-DESIGN AND SITE ASSESSMENT**

#### **Project Start Up and Kick off Meeting**

Immediately following notice to proceed, Gensler will work with the City project manager (City PM) to schedule a Kick-off Meeting. The purpose of the Kick-Off Meeting is to provide the opportunity for our broader project team to meet with the City PM and key City staff to review and confirm the project process, goals, and schedule. Specific activities include reviewing and confirming the following:

- Identification of key decision-makers with Communication procedures for stakeholders and engagement, including primary point-of-contact for each team
- Project Schedule
- Project Goals
- City review process and Identification of Stakeholders

#### **Data Request and Review**

In order to understand the project context, Gensler will request, and review documentation related to the project. The city has provided a number of documents as part of the RFP and those will be confirmed with any additional requests. The following are documents which are assumed to be available to the team:

- Concept Design Progress or Package provided by Bickle Group;
- As-built plans in AutoCAD, and studies not already shared through the RFP, *(City to confirm if this will be provided by their consultant or if Gensler should engage a consultant to have this produced under our contract, and if so an additional fee will apply)*
- Technical surrounding projects studies such as parking, retail spaces, food and beverage spaces, etc.;
- Proposed schedules and discussions to date;

#### **Due Diligence/Site Assessment / Building Code Assessment**

The project team will visit the project site to assess the existing site conditions. The Gensler team will document existing site conditions with photos, sketches and notes for use by the project team throughout the design process. This information and the provided surrounding project information will be utilized as information for a Building Code Analysis and Existing Conditions Survey Package which will outline potential impacts or future strategies which will be explored in later stages.

Below are the key factors in the Building Assessment/Evaluation:

1. Building and Seismic Compliance: Ensure building design is in compliance with current building codes, including all areas of repairs and retrofit requirements to operate the building in safe conditions for occupancy and to meet current building and seismic codes.
2. Structural Components: Evaluate the footings, foundations, slabs, columns floor framing system, and roof framing system as part of the structural inspections for soundness.



3. Roofing System: Identify the material roof systems, including roof type, reported age, slope, drainage, or any unusual roofing conditions. Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks.
4. Electrical System: Identify the electrical service provided, the distribution system at the subject property and internal conditions of the electrical system.
5. Plumbing: Identify the material plumbing systems at the subject property, including domestic water supply, domestic hot water production, sanitary sewer, primary backflow preventer or any special or unusual plumbing systems (such as fuel systems, gas systems)
6. Building Envelope: Identify the material elements of the building exterior, to include walls, doors, windows, and fire exits. This will also include the façade, curtain-wall systems, glazing and exterior sealant.
7. Heating and Ventilation Systems: Identify the heating and ventilation systems and assess overall conditions.

**Program Development Refinement**

Gensler will facilitate an initial workshop with the City and the City's architect, Bickle Group to define the program elements of the project. As part of program definition, Gensler will work with the client to identify the individual program elements and their physical requirements. Consultant shall meet with the City Team, and existing or potential City partners to understand how Hangar 10 is anticipated to be used and programmed. Gensler will identify and recommend building design components that can increase usability and provide future flexibility with a synthesized list of takeaways for staff consideration.

**Pre-Design Phase / Site Assessment Deliverables/Meetings:**

- Meeting Notes
- Project Schedule and Updates
- File sharing structure organization for data request and overall project.
- Building Code Analysis Checklist
- Existing Conditions Survey Summary
- Program Summary
- 1 Kick-Off / Programming Meeting
- 1 Due Diligence Site Review
- Weekly Conference Call
- Client approval or comments will occur during the weekly meetings



## **PHASE 2 – DESIGN, PLAN CHECK, BIDDING, CONSTRUCTION**

### **Schematic Design**

Utilizing the approved concept design by Bickle Group, the established program, and incorporating client feedback, Gensler and their consultants will prepare and develop the Schematic Design, consisting of:

- Schematic floor plans, Schematic Building elevations and Building Sections;
- Initial finish and color palettes for the project in coordination with Bickel;
- Structural framing diagram plans as applicable;
- Structural foundation upgrade diagram plans as applicable;
- Initial Structural information related to other non-structural disciplines as they impact the structure;
- Outline description of building systems (Basis of Design) including minimum performance requirements for the Structural modifications and additions, Mechanical, Electrical, Plumbing, and Waterproofing;
- Identification of potential value management strategies for acceptance in later stages;
- Preliminary information on gross floor areas for city use;
- Development of Cost Estimate based on Schematic Package;

### ***Schematic Design Deliverables: (to be provided in PDF)***

Schematic Design Presentation Package;  
Schematic Design Drawing Package including architectural, structural, services;  
Outline specifications;  
Services Basis of Design Document;  
Cost Estimate with minor potential value management options;  
Meeting Notes;  
4 Client Meetings/Conference Calls  
Client comments and approval will occur during the weekly meetings. Minor comments can be picked up during the Design Development Phase. If substantial changes to scope are requested additional service fees will apply.

### **Design Development**

Utilizing the approved Schematic Package and incorporating feedback from the client, Gensler will prepare and develop the Design Development, consisting of coordination with all disciplines in development of the project and resolving issues from schematic design in compliance with all applicable codes. Preparation of the following in coordination with consultants:

- Development of various studies for mechanical systems, for review and selection based on program requirements established;
- Drawings for each discipline in coordination with any investigations, tests and ongoing projects;
  - Demolition plans;
  - Site plan with coordination of the other surrounding buildings and functions for utility point of connection;
  - Life safety code sheet;



- Floor plans of each typical and unique level;
- Building elevations / sections;
- Architectural treatments, including materials palettes and color selections;
- Details of key design elements as required to communicate design intent;
- Reflected ceilings;
- Structural framing plans;
- Mechanical, Electrical, Plumbing;
- Applicable schedules and notes;
- Develop the retrofit design including the sizes of new lateral force resisting strengthening;
- Preliminary Project Manual of outline specifications;
- Preparation of Detailed Design Cost Estimate with list of value management items to align the project scope and budget;

***Design Development Deliverables: (to be provided in PDF)***

Design Development Documents Package;  
Finish Materials for Client approval;  
Updated basis of design document;  
Cost Estimate at end of phase;  
Meeting Notes from presentation;  
Up to 5 Client Meetings/Conference Calls

Client comments and approval will occur during the weekly meetings. Minor comments from client can be picked up during the Construction Document phase. If substantial changes to scope are requested additional service fees will apply.

**Construction Documents**

Utilizing the approved Design Development Package and incorporating feedback from design development, Gensler will prepare and develop the Construction Documents consisting of coordination with all disciplines in development of the project and resolving issues from design development in compliance with all applicable codes for submission to the applicable authorities. Preparation of the following in coordination with consultants:

- Refinement of overall program from Design Development
- Coordination with city for on-going projects and activities for the surrounding buildings/programs
- Drawings for each discipline in coordination with any investigations, tests and ongoing projects;
  - Demolition plans
  - Site plan with coordination of the other surrounding buildings and functions for utility point of connection (overall site plan background to be provided by the City or SWA)
  - Life safety code sheet;
  - Floor plans of each typical and unique level;
  - Building elevations;
  - Architectural treatments, including materials palettes and color selections in coordination with Bickel;
  - Details of key design elements as required to communicate design intent;
  - Building sections;





- Reflected ceilings;
- Door schedules and window schedules in coordination with hardware requirements;
- Structural drawings / plans;
- Mechanical, Electrical, Plumbing, waterproofing drawings;
- Applicable schedules and notes
- Identification of work to be undertaken by the City through their own forces, including any city furnished or city installed items;
- Project Manual of specifications with identification of samples, mockups and attic stock;
- Preparation of Detailed Design Cost Estimate at 90% CDs with list of value management items to align the project scope and budget including identification of any add or deduct alternates to be included;
- Preparation of overall testing and inspection program;
- Coordination of documents for permit processing and notification to the city of any delays in authority review;
- Authority Having Jurisdiction coordination and documentation for submission including identification of any 'deferred submittals';
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**Construction Document Deliverables: (to be provided in PDF)**

Construction Documents Package with submission at 70%, 90% and 100%;  
Finish Materials for Client Approval in coordination with Bickel  
Detailed Cost Estimate at 90% submission;  
Meeting Notes;  
Up to 6 meetings/conference calls;  
Client comments and approval to be provided during the weekly meetings. If substantial changes to scope are requested additional service fees will apply.

**City Plan Check**

Upon completion of Construction Documents approved by the City of Irvine, Gensler will provide an issue for Plan Check Set to the City. The City will issue the permit set to the city departments for plan check review. Gensler will respond to plan check corrections, and reissue the updated sets to the City for plan check comments review. Up to three (3) plan check reviews are anticipated. The City will notify Gensler when plans are approved.

**City Plan Check Deliverables: (to be provided in PDF)**

Issue for Plan Check Package (City to coordinate issuance to city review departments)  
Respond to Plan Check Comments  
Excludes weekly meetings during this review time  
Includes up to two conference calls to review comments

**Bid Preparation and Bidding**

Gensler will assist the city in the bidding process as outlined below:

- Client will prepare construction bidding documents;
- Gensler will assist Client with questions regarding the Construction Documents. Gensler will meet one (1) time with Client to discuss Client's pricing and contracting strategies and selection of the general contractor;



- Assist in preparing the plans and specifications for the City's bidding process;
- Participate in pre-bid conferences, assume maximum (1) meetings;
- Assist City's Procurement Section with bidding process, which shall include minor modification of plans and specifications as-needed, written responses to bid questions and documentation required for any addenda. If there are significant plan changes during this phase, additional fees will apply;

**Task 6: Construction Support Services Phase**

Gensler's Construction Support services will commence upon Client's direction to Gensler to begin performing the services upon the award of the Construction Contract and will continue until thirty (30) days after Substantial Completion or Occupancy. The duration of Gensler's Construction Administration services will not exceed the duration of time between the Commencement of Construction and thirty (30) days after Substantial Completion or Occupancy, as such duration is assumed at 28 weeks. If Gensler's Construction Administration services extend for a length of time beyond such duration, additional services will be identified. Construction Support Services Shall include:

- Attend one (1) pre-construction conference with the Project team (City Construction Management Team, Contractor, Gensler, and each of their key subconsultants and subcontractors) to discuss the operational aspects of the Project, including the Construction Administration procedures;
- Visit the Project site during construction to attend combined progress meetings and site walkthroughs ("Site Visit") as often as is appropriate, in Gensler's professional judgment, up to the extent specified in this section. The purpose of the site walkthroughs is to become generally familiar with the progress and quality of the Work and to determine whether the Work is in general conformance with the aesthetic design intent. If Gensler observes Work that does not conform to the Construction Documents, Gensler will recommend that Client reject it. Gensler will also recommend inspection or testing of the Work if Gensler believes it is appropriate. Assumed 8 site visits;
- Requests for information responses;
- Review of submittals; Samples, Product Data, Shop Drawings, Mockups, Substitutions and other submittals that the Construction Documents require Contractor to submit ("Submittals"), to determine whether those items and Contractor's proposed methods of fabrication are generally consistent with the aesthetic design intent. Gensler will take action on Submittals within the time specified in a submittal schedule to be provided by the Contractor and approved by Gensler, or otherwise within ten business days absent exigent circumstances. Gensler will conduct up to two reviews of Submittals as a Basic Service;
- Gensler will assist Client in reviewing properly documented Change Order proposals submitted by Contractor and in issuing Change Order Directives requested by Client. In any event, Client will notify Gensler promptly of any Client-approved changes in the Work that deviate from the Construction Documents;
- Upon receipt of Contractor's written representation that the Work is substantially complete, Gensler will conduct one Punch Walk to observe whether the Work is substantially complete. Gensler will provide a punch list. When Gensler determines that the Work is substantially complete, Gensler will issue the Certificate of Substantial Completion



### C. ADDITIONAL SERVICES/EXCLUSIONS

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The following items are excluded from Gensler and their consultant's scope. Gensler will provide services beyond the Basic Services described ("Additional Services") if requested by Client and confirmed in writing by Gensler. Exclusions and or Additional Services include, but are not limited to;

- Concept Design (by Bickle Group)
- Individual sub-tenant space programming, test fits, schematic design, design development, construction documents, city submittal, construction administration.
- Furniture selections, bidding, and procuring
- Landscape design and documentation
- Civil Engineering design and documentation
- Waterproofing Quality Assurance Observation
- Acoustical Engineering
- Commissioning & Testing
- Services required due to accelerated deadlines, delays, untimely Client information, approvals, or instructions, out-of-sequence phasing, separate or sequential bid submittals, phasing plans, Project pauses or remobilization, or other schedule changes due to reasons beyond Gensler's reasonable control;
- Services required due to changes in: (i) the Program; (ii) previously provided Client information, approvals, or instructions; or (iii) federal, state, or local laws, or regulations (or their interpretation by the authority having jurisdiction);
- Additional hours past the estimated hours included in this proposal, for the plan check, bidding, and construction administration phases:
- Additional reimbursable costs that exceed what is included in this proposal:
- Value engineering changes requested by the City after the final drawing submittal
- Back check of punch list to verify contractor completion;
- Negotiation of change order costs with Contractors;
- Hangers/Connections (LOD 350), fabrication (LOD 400), and as-built (LOD 500) models will not be made or maintained by the design team. This is responsibility of the Contractor;
- Changes to construction documents based on unforeseen conditions;
- Additional site visits, or meetings as not outlined in this proposal;
- Services required due to performance failures by Client and Client's consultants/contractors;
- LEED Documentation Preparation and Facilitation Services;
- Geotechnical Services;
- Hazardous Material Consulting or Services;
- Detailed scanning or Detailed as built documentation services;
- Environmental Graphic and Design Services;
- Design Build or Design Assist Services;
- Fire Protection Engineering Services;
- Final Verification of Existing Utility location joins and connection crossings;
- Record Of Survey & Boundary Survey;
- Testing Investigation Program, to be carried out by the City's consultants, for the required material testing of the existing building to meet the applicable code provisions;



- Review and certification of the contractor's monthly applications for payment;
- Plan Check Fees and Permit Fees;
- Finish Boards;
- Dry Utility / Infrastructure Services;

#### **D. COMPENSATION**

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Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses will be as described below. When Gensler's compensation is based on hourly rates, the rates will be those set forth in Gensler's Standard Hourly Billing Rates.

**D.1 Lump Sum Basic Services.** Compensation for the design phases and plan check will be a lump sum of Two hundred thirty seven thousand, three hundred five dollars (\$237,305.00) exclusive of additional, hourly, and alternative services.

**D.1.1 Hourly Basic Services.** Compensation for Bidding and Construction Administration phase will be billed on an hourly basis at an estimation of Seventy-three thousand, eight hundred sixty dollars. (\$73,860.00) Hours shown in Exhibit A are estimates. If additional hours are required, Gensler will inform the City and provide additional services to complete these phases for approval.

**D.1.2 Lump Sum Alternate Services.** *Compensation for Alternate Services if approved by the City will be a lump sum of Sixty-one thousand, six hundred and thirty dollars (\$61,630.00).*

**D.1.3. Hourly Alternate Services.** *Compensation for the Plan Check, Bidding and Construction Administration phase will be billed on an hourly basis at an estimation of Thirty thousand dollars. (\$30,000.00) Hours shown in Exhibit A are estimates. If additional hours are required, Gensler will inform the City and provide additional services to complete these phases for approval.*

*"REFER TO EXHIBIT A FOR A BREAKDOWN OF FEES"*

**D.2 Compensation.** Compensation for Additional Services (if not agreed upon as a lump sum amount) will be based on Gensler's Standard Hourly Billing Rates.

**D.3 Reimbursable Expenses.** Reimbursable Expenses are in compensation for Basic Services. These expenses are estimated. If reimbursables should exceed the estimated amounts, Gensler will inform the City and provide additional fees for approval.

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D.4 Consultants. Client has directed Gensler to not engage consultants in Section B.1, if consultants are engaged at later date a compensation for such consultants, including costs commonly incurred relating to consultant liability, management of consultants' services, and administration of consultants' contracts will have an additional ten percent (10%).

D.5 Progress Payments. Progress payments will be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services will be based on the percentage of services provided during the previous month.

D.6 Photography. Photography/Videography. At Client's option, Client may obtain a non-exclusive license to use Gensler-procured photography/videography of the Project with a mutually agreed cost to be determined in dollars.

Sincerely,

Nicholas Acevedo  
Principal  
Cc: Cindy Taylor, Heather Pritchard

**(EXHIBIT 'A')**  
**GENSLER PROJECT FEES**  
**HANGAR 10**

Please Note: Our compensation structure is lump sum for all design phases and Plan Check. Bidding, and Construction Administration will be billed hourly. If hours required to complete plan check, bidding, and construction administration exceed the estimated hours below, then additional fee and hours will be submitted for approval. Hours per role for all other phases listed below are estimated based on scope as we understand it today, 9/30/24, and prior to start of project.

BASIC SERVICES																			
		LUMP SUM SERVICES											HOURLY SERVICES						
CONSULTANT FIRM NAME	SCOPE OF SERVICES	Team	Billing Rate	Hours	DUE DILIGENCE, PRE-DESIGN, PROGRAM VALIDATION (4 WEEKS)	Hours	SCHEMATIC DESIGN (4 WEEKS)	Hours	DESIGN DEVELOPMENT (5 WEEKS)	Hours	CONSTRUCTION DOCUMENT (5 - 6 WEEKS)	Hours	PLAN CHECK (8 - 9 WEEKS)	TOTAL LUMP SUM SERVICES	Hours	BIDDING (4 WEEKS)	Hours	CONSTRUCTION ADMINISTRATION AND CLOSE OUT (28 WEEKS)	TOTAL ESTIMATED HOURLY SERVICES
<b>Genkler</b>	<b>ARCHITECT</b>				<b>\$16,200.00</b>		<b>\$30,500.00</b>		<b>\$32,375.00</b>		<b>\$35,600.00</b>		<b>\$13,250.00</b>	<b>\$127,925.00</b>		<b>\$13,250.00</b>		<b>\$40,550.00</b>	<b>\$53,800.00</b>
		Principal Technical Director	\$275	18	\$4,950.00	6	\$1,650.00	8	\$2,200.00	10	\$2,750.00	6	\$1,650.00		6	\$1,650.00	28	\$7,700.00	
		Project Director	\$275	20	\$5,500.00	12	\$3,300.00	16	\$4,400.00	20	\$5,500.00	8	\$2,200.00		8	\$2,200.00	50	\$13,750.00	
		Design Director	\$300	8	\$2,400.00	27	\$8,100.00	16	\$4,800.00	8	\$2,400.00	4	\$1,200.00		4	\$1,200.00	11	\$3,300.00	
		Job Captain	\$225	6	\$1,350.00	58	\$13,050.00	75	\$16,875.00	90	\$20,250.00	32	\$7,200.00		32	\$7,200.00	51	\$11,475.00	
		Intermediate Designer	\$150		\$0.00	16	\$2,400.00	14	\$2,100.00	18	\$2,700.00		\$0.00			\$0.00	8	\$1,200.00	
		Administrative Support	\$125	16	\$2,000.00	16	\$2,000.00	16	\$2,000.00	16	\$2,000.00	8	\$1,000.00		8	\$1,000.00	25	\$3,125.00	
<b>NIC, Structural</b>	<b>STRUCTURAL</b>				<b>\$6,000.00</b>		<b>\$7,140.00</b>		<b>\$8,220.00</b>		<b>\$18,360.00</b>		<b>\$4,260.00</b>	<b>\$43,980.00</b>		<b>\$3,900.00</b>		<b>\$7,060.00</b>	<b>\$10,960.00</b>
		Principal Structural Eng	\$170	24	\$4,080.00	16	\$2,720.00	10	\$1,700.00	24	\$4,080.00	4	\$680.00		4	\$680.00	16	\$2,720.00	
		Structural Engineer	\$150	8	\$1,200.00	16	\$2,400.00	20	\$3,000.00	40	\$6,000.00	18	\$2,700.00		18	\$2,700.00	16	\$2,400.00	
		Project Field Engineer	\$130		\$0.00	10	\$1,300.00	16	\$2,080.00	36	\$4,680.00	4	\$520.00		4	\$520.00	8	\$1,040.00	
		Drafting/BIM Operator	\$90	8	\$720.00	8	\$720.00	16	\$1,440.00	40	\$3,600.00	4	\$360.00			\$0.00	10	\$900.00	
<b>MA Engineers</b>	<b>Mechanical/Electrical/Plumbing</b>				<b>\$4,500.00</b>		<b>\$9,750.00</b>		<b>\$16,250.00</b>		<b>\$29,250.00</b>		<b>\$1,750.00</b>	<b>\$61,500.00</b>		<b>\$1,500.00</b>		<b>\$6,500.00</b>	<b>\$8,000.00</b>
		Principal	\$250	2	\$500.00	7	\$1,750.00	9	\$2,250.00	6	\$1,500.00	1	\$250.00			\$0.00	5	\$1,250.00	
		Project Manager	\$200	6	\$1,200.00	10	\$2,000.00	12	\$2,400.00	28	\$5,600.00	4	\$800.00		4	\$800.00	8	\$1,600.00	
		Project Engineer	\$160	12	\$1,920.00	20	\$3,200.00	20	\$3,200.00	36	\$5,760.00	3	\$480.00		3	\$480.00	12	\$1,920.00	
		Sr. Designer	\$110	8	\$880.00	10	\$1,100.00	30	\$3,300.00	64	\$7,040.00	2	\$220.00		2	\$220.00	8	\$880.00	
		CAD Operator	\$85		\$0.00	20	\$1,700.00	60	\$5,100.00	110	\$9,350.00		\$0.00			\$0.00	10	\$850.00	
	<b>SUBTOTAL:</b>				<b>\$59,800.00</b>		<b>\$109,260.00</b>		<b>\$141,790.00</b>		<b>\$194,670.00</b>		<b>\$40,120.00</b>	<b>\$233,405.00</b>		<b>\$39,300.00</b>		<b>\$166,220.00</b>	<b>\$72,760.00</b>
	<b>REIMBURSABLE EXPENSES</b>				<b>\$400.00</b>		<b>\$800.00</b>		<b>\$900.00</b>		<b>\$900.00</b>		<b>\$900.00</b>			<b>\$100.00</b>		<b>\$1,000.00</b>	
	<b>TOTAL REIMBURSABLES</b>				<b>\$400.00</b>		<b>\$800.00</b>		<b>\$900.00</b>		<b>\$900.00</b>		<b>\$900.00</b>	<b>\$3,900.00</b>		<b>\$100.00</b>		<b>\$1,000.00</b>	<b>\$1,100.00</b>
	<b>TOTAL LUMP SUM BASIC SERVICES FEE + Reimbursables</b>													<b>\$237,305.00</b>	<b>TOTAL HOURLY SERVICES FEE + Reimbursables</b>			<b>\$73,860.00</b>	
ALTERNATE SERVICES																			
		LUMP SUM SERVICES											HOURLY SERVICES						
D7	WATERPROOFING				\$3,200.00		\$0.00		\$4,800.00		\$8,400.00		\$800.00	\$17,200.00		\$1,000.00		\$29,000.00	\$30,000.00
		Principal	\$300	2	\$600.00		\$0.00	4	\$1,200.00	6	\$1,800.00		\$0.00			\$0.00	24	\$7,200.00	
		Project Engineer	\$200	13	\$2,600.00		\$0.00	18	\$3,600.00	33	\$6,600.00	4	\$800.00		5	\$1,000.00	109	\$21,800.00	
<b>CPG</b>	<b>COST ESTIMATING</b>				<b>\$0.00</b>		<b>\$14,480.00</b>		<b>\$18,500.00</b>		<b>\$11,450.00</b>		<b>\$0.00</b>	<b>\$44,430.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
		Principal	\$340		\$0.00	8	\$2,720.00	8	\$2,720.00	4	\$1,360.00		\$0.00			\$0.00		\$0.00	
		Associate Principal	\$275		\$0.00	16	\$4,400.00	16	\$4,400.00	6	\$1,650.00		\$0.00			\$0.00		\$0.00	
		Associate	\$205		\$0.00	16	\$3,280.00	24	\$4,920.00	8	\$1,640.00		\$0.00			\$0.00		\$0.00	
		Consultant	\$170		\$0.00	24	\$4,080.00	38	\$6,460.00	40	\$6,800.00		\$0.00			\$0.00		\$0.00	
	<b>TOTAL LUMP SUM ALTERNATE SERVICES FEE</b>													<b>\$61,630.00</b>	<b>TOTAL HOURLY ALTERNATE SERVICES FEE</b>			<b>\$30,000.00</b>	

**Total: \$402,795.00**



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

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20231495026

Date Filed: 9/22/2023

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<b>Entity Details</b>				
Corporation Name	M. ARTHUR GENSLER JR. & ASSOCIATES, INC.			
Entity No.	0524594			
Formed In	CALIFORNIA			
<b>Street Address of Principal Office of Corporation</b>				
Principal Address	220 MONTGOMERY STREET, SUITE 200 SAN FRANCISCO, CA 94104			
<b>Mailing Address of Corporation</b>				
Mailing Address	220 MONTGOMERY STREET, SUITE 200 SAN FRANCISCO, CA 94104			
Attention				
<b>Street Address of California Office of Corporation</b>				
Street Address of California Office	220 MONTGOMERY STREET, SUITE 200 SAN FRANCISCO, CA 94104			
<b>Officers</b>				
	Officer Name	Officer Address	Position(s)	
	Philippe Phaneuf	500 S. Figueroa Street Los Angeles, CA 90071	Secretary	
	GREG RICHART	500 S. FIGUEROA STREET LOS ANGELES, CA 90071	Chief Financial Officer	
	<input checked="" type="checkbox"/> Andrew P. Cohen	500 S. FIGUEROA STREET LOS ANGELES, CA 90071	Chief Executive Officer	
<b>Additional Officers</b>				
	Officer Name	Officer Address	Position	Stated Position
	Andrew P. Cohen	500 S. FIGUEROA STREET SAN FRANCISCO, CA 90071	Other	CO-CEO
	Diane Hoskins	2020 K STREET NW WASHINGTON, DC 20006	Other	CO-CEO
	<input checked="" type="checkbox"/> Greg Richart	500 S FIGUEROA STREET LOS ANGELES, CA 90071	Treasurer	
<b>Directors</b>				
	Director Name	Director Address		
	SAMUEL BERMUDEZ URENA	45 FREMONT STREET, SUITE 1500 SAN FRANCISCO, CA 94105		
	JOSEPH BRANCATO	1700 BROADWAY, SUITE 400 NEW YORK, NY 10019		
	ELIZABETH BRINK	45 FREMONT STREET, SUITE 1500 SAN FRANCISCO, CA 94105		

ANDREW P COHEN	500 S. FIGUEROA STREET LOS ANGELES, CA 90071
JORDAN GOLDSTEIN	2020 K STREET NW WASHINGTON, DC 20006
DIANE HOSKINS	2020 K STREET NW WASHINGTON, DC 20006
HAO KO	45 FREMONT STREET, SUITE 1500 SAN FRANCISCO, CA 94105
JOSEPH LAURO	45 FREMONT STREET, SUITE 1500 SAN FRANCISCO, CA 94105
XIAOMEI LEE	45 FREMONT STREET, SUITE 1500 SAN FRANCISCO, CA 94105
PHILIPPE PHANEUF	500 S. FIGUEROA STREET LOS ANGELES, CA 90071
THERESA SHEILS	45 FREMONT STREET, SUITE 1500 SAN FRANCISCO, CA 94105
JULIA SIMET	United Kingdom UNITED KINGDOM, MORETOWN LONDON, UK E1W 1YW
CINDY SIMPSON	45 FREMONT STREET, SUITE 1500 SAN FRANCISCO, CA 94105
MICHAEL WHITE	45 FREMONT STREET, SUITE 1500 SAN FRANCISCO, CA 94105
ROBIN KLEHR AVIA	1700 BROADWAY, SUITE 400 NY, NY 10019

The number of vacancies on Board of Directors is: 0

Agent for Service of Process California Registered Corporate Agent (1505)		C T CORPORATION SYSTEM Registered Corporate 1505 Agent
Type of Business Type of Business	architecture, design and planning services	
Email Notifications Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.	
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 <input checked="" type="checkbox"/> By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.		
<i>Ryan Alvarez Asst. Secretary</i> _____ Signature	<i>09/22/2023</i> _____ Date	



**M. ARTHUR GENSLER JR. & ASSOCIATES, INC.  
OFFICER'S CERTIFICATE**

The undersigned, the Assistant Secretary of **M. Arthur Gensler Jr. & Associates, Inc.**, a California corporation ("**Gensler**"), hereby certifies that he is the duly qualified and elected Assistant Secretary of Gensler, and, as such, is authorized to execute and deliver this Officer's Certificate on behalf of Gensler, and hereby further certifies, solely in his capacity as the Assistant Secretary of Gensler and not in any individual capacity that **Anne Bretana**, Managing Director of Gensler's Newport Beach office and Principal of Gensler, is authorized and empowered to sign all client and consultant contracts and related documents, including without limitation to those related to the "2024 On-Call Program (24-3394) for Specialty Area EN5 – Architectural Design Services for the City of Irvine" for a value up to and including Two Million Five Hundred Thousand Dollars (US \$2,500,000) on behalf of Gensler and Gensler subsidiaries and affiliates.


IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of April 1, 2024.

By:   
Name: Ryan Alvarez  
Title: Assistant Secretary

**M. ARTHUR GENSLER JR. & ASSOCIATES, INC.  
OFFICER'S CERTIFICATE**

The undersigned, the Assistant Secretary of **M. Arthur Gensler Jr. & Associates, Inc.**, a California corporation ("**Gensler**"), hereby certifies that he is the duly qualified and elected Assistant Secretary of Gensler, and, as such, is authorized to execute and deliver this Officer's Certificate on behalf of Gensler, and hereby further certifies, solely in his capacity as the Assistant Secretary of Gensler and not in any individual capacity that **David Loyola**, Design Director and Principal of Gensler, is authorized and empowered to sign all client and consultant contracts and related documents, including without limitation to those related to the "2024 On-Call Program (24-3394) for Specialty Area EN5 – Architectural Design Services for the City of Irvine" for a value up to and including One Million Dollars (US \$1,000,000) on behalf of Gensler and Gensler subsidiaries and affiliates.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of April 2, 2024.

By:  \_\_\_\_\_  
Name: Ryan Alvarez  
Title: Assistant Secretary