

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made and entered into as of February 25, 2026, by and between the CITY OF IRVINE, a municipal corporation ("City"), and MORROW MANAGEMENT, a California 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:** Dry Utility Coordination, Management and Design at the Great Park Amphitheater in accordance with PART IV, Scope of Services, included herein.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on February 24, 2026 ("Commencement Date") and shall continue through February 23, 2027. The City reserves the right to extend this Agreement for up to four (4) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.

D. **Party Representatives:**

- D.1. The City designates the following person/officer to act on City's behalf:
Lylyana Bogdanovich, email: lbogdanovich@cityofirvine.org
- D.2. The Consultant designates the following person to act on Consultant's behalf:
Scott Morrow, email: scott@morrowmgmt.com

Consultant Information

Address for Notices and Payments:

1130 Via Callejon
San Clemente

Attn: Scott Morrow
Telephone: 949-218-8400
Email: scott@morrowmgmt.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

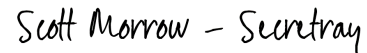
Signed by:
By: 
8C5D3E30CF2E4B9...
Stephen Torelli

Its: Director of Great Park

MORROW MANAGEMENT

Signed by:
By: 
727DC90F783A416...
Scott Morrow

Its: President

Signed by:
By: 
727DC90F783A416...
Scott Morrow

Its: Secretary

Attest:

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

Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

DocuSigned by:
By: 
DABE8686180C4BB...
Jeffrey Melching

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 the Great Park Corporation and their Officers, employees, agents, volunteers and representatives (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Consultant's performance of this Agreement.
- (1) 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.

1. **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 the Great Park Corporation and their Officers, employees, agents, volunteers and representatives (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.

- (1) **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:

- (2) 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.

- A. **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.

- A. **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

- A. 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.

- A. Any Deductible in Excess of \$100,000 and/or Self-Insured Retentions** must be approved in writing by the City.

- A. 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.

- A. 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, or Consultant's employee(s) assigned to provide services under this Agreement, or any of its subconsultants, is a California Public Employees' Retirement System ("CalPERS") annuitant, Consultant must provide the City with written notification of such fact to Purchasing@cityofirvine.org 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.

3.22 Levine Act. California Government Code section 84308, commonly referred to as the Levine Act, precludes an Irvine City Councilmember from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Councilmember, or received by the officer on behalf of any other Councilmember, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires a Councilmember that has received such a contribution to disclose the contribution on the record of the proceeding. Review California Government Code section 84308 for more information.

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.

PART IV

SCOPE OF SERVICES

Services shall be performed in accordance with ATTACHMENT I.

PART V

BUDGET

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

Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein shall not exceed **\$59,400.00 annually**, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

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.

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

~~November 11, 2025~~

REVISION #1

City of Irvine

1 Civic Center Plaza
Irvine, CA 92606

**RE: Dry Utility Coordination, Management and Design
OCGP Amphitheatre**

Morrow Management is pleased to provide the **City of Irvine** (Client) with our proposal for dry utility design and coordination services associated with the OCGP Amphitheatre site(s) located within the City of Irvine.

For the purpose of this proposal, the "Project" is defined as: **OCGP Amphitheatre**

Dry utility agencies for this project are defined as the serving electric (Southern California Edison; SCE), ~~natural gas (Southern California Gas Company)~~ and the fiber optic / communication (AT&T and Cox Communication) providers.

Enclosed for your review are the following exhibits which outline our scope and associated fee structure:

- Project Assumptions (Exhibit A)
- Description of Standard Services (Exhibit A-2)
- ~~Minimum Insurance Requirements (Exhibit B)~~
- Fee and Reimbursement Schedule (Exhibit C)
- ~~Statement of Understanding Between Parties (Exhibit D)~~

If our proposed services and fee schedule are acceptable, please sign and return this document or incorporate into your form of agreement and return to us for execution.

There may be certain existing utility conflicts, relocations, conversions and/or bring-ups which may be required and may warrant a revision to our scope for any additional coordination. It is our goal to address any such conflicts and/or additional constraints at an early stage of the project coordination. Additionally, should the Client request that utility designs be created in different or multiple work orders from those assumed as part of this contract we will review our scope of work and fee schedule to determine any necessary modifications.

We appreciate the opportunity to work with you and your team and are prepared to meet your needs for this site.

Sincerely,
Morrow Management



Scott Morrow
President

Based on the request we received from the Client, the following list references design and coordination services determined to be required for this Project:

1. **New Business Utility Coordination & Management** (Exhibit A-2, Article 1)
2. **New Business Electric Applicant Design** (Exhibit A-2, Article 2)
3. **Dry Utility Composite Exhibit** (Exhibit A-2, Article 3)

Specific Assumptions:

1. Based on information received from the Client it is assumed the Project will consist of a distribution line extension and commercial service to the new OCGP Amphitheatre.
2. **Project Specific:**
 - The Project site is currently undeveloped. No idle facility removals, meter and service or existing utility abandonments are anticipated.
 - All off-site work and mainline backbone designs / infrastructure within the community to be designed, installed and energized through efforts orchestrated by the master developer. No revisions or coordination associated with the off-site backbone is included in this proposal.
 - Scope assumes there will be sufficient space to install the required Electric Utility padmount electric equipment and that an Electric Utility customer owned transformer room will not be required.
 - This is a non-speculative development and scope assumes a complete set of electrical load calculations and single line diagram will be provided to properly calculate the Electric Utility demand and required Electric Utility infrastructure.
 - Electric Service Assumptions: Based on the proposed site plan and anticipated demands it is assumed the building/site will be serviced with 3-phase (277/480v) power and a maximum of **1-4,000amp** panel(s). Location(s) for transformers and required padmount equipment will need to be studied early in the design process as site plan modifications may be required.
 - Utility Source Points – the scope of work assumes the utility source points will originate from within 500' of the project site entrance. An off-site extension greater than 500' from the project entrance will be considered an off-site bring-up and subject to a change order to account for the additional utility work order and/or project scope.
 - Utility design and coordination scope includes the utility service to the site / building. Distribution of service from the utility meter or MPOE and within the building(s) to be designed and coordination by others. Support related to any utility distribution beyond the meter or MPOE will be provided and invoiced on a time-and-material basis.
 - Natural Gas Service(s) / SoCal Gas – natural gas **is not** assumed to be required for this Project.
 - Unless otherwise noted, no relocation, overhead conversion (undergrounding), betterment or off-site bring-up work orders are anticipated for this project.
 - Street Lighting (as required) – all street lights assumed to be private and either City/County owned (LS2), metered (LS3) or serviced from a building house meter. City / County approved street light locations, specifications and non-Utility power designs are to be prepared by others.
 - All required permitting and City or County submittals / processing (including encroachment requests) to be coordinated by others.
 - No private/shadow communication system is assumed to be required for this project.
 - Scope assumes the Client will sign the standard utility easements and that no customized legal descriptions or easement deed revisions will be required. Any customized easement exhibits or easement utility linework requested by the Client will be prepared and invoiced on a time-and-material basis as a miscellaneous task.
3. Proposal assumes there is sufficient area on site for standard transformer pads and required utility padmount equipment.
4. Multi-Family (3-phase electric) Only; This proposal does not consider any separate meter pedestal service processing. It is assumed any service needs for irrigation controllers, walkway or street lighting, gated entries will be served from house meters attached to the buildings.
5. Service Points – It is assumed that sufficient space will be available to accommodate the utility meter(s) and equipment based on conventional utility guidelines. Time incurred with coordination of special / customized meter placement, remote meter rooms and/or additional service points to the building (Added Facilities) may result in additional T&M charges.
6. Unless otherwise noted, bid packages, bid quantities and/or bid solicitation are not included as part of the standard utility design processing and coordination scope.
7. This proposal is based on all plans being available for one submittal to utility companies. Additional T&M charges may apply if additional submittals are required as a result of revised Project and / or design information as required by the Utility agency.
8. Unless otherwise noted, scope does not include idle facility removal work order processing and/or quitclaiming of any existing easements within or around Project boundary.
9. Coordination of temporary/interim services is not included in the standard scope.

10. Project location: OCGP Northern Loop, Irvine

Meter and Service Removal Requests:

11. Time incurred to support and/or coordinate any existing meter and service requests will be invoiced on a time-and-material basis as a miscellaneous task.

Idle Facility Removal Work Order(s):

- 12. This proposal assumes a maximum of **zero (0)** idle facility relocation / removal work order(s) to be processed with Southern California Edison; SCE (Electric Distribution).
- 13. Work orders required to remove any existing communication or gas facilities from the site will be invoiced on a time-and-material basis as a miscellaneous task.
- 14. Subject scope is related to the utility work order processing / design coordination only. Time incurred to support utility scheduling, field coordination, easement quitclaims and / or permit support will be invoiced on a time-and-material basis as a miscellaneous task.
- 15. Should additional utility equipment other than what's assumed above require relocation or removal, additional T&M or fixed fee amount to be presented to client for approval.

Mainline / Service Work Order(s):

- 16. This proposal assumes a maximum of **one (1) on-site** new business distribution line extension work order(s) to be processed with each utility company as outlined within the fee schedule.
- 17. This proposal assumes a maximum of **zero (0) on-site** new business utility design / service work order(s) to be processed with each utility company as outlined within the fee schedule.
- 18. It is assumed that each Utility provider will only provide one (1) service point to the building. Service points / meter locations will need to be studied early in the design process to ensure access and clearances are satisfactory to each Utility.

Relocation / Conversion Work Order(s):

19. NA

General Conditions:

- 1. The Consultant will ensure that the local utility providers will provide Electric, Telecommunications, Gas and Cable Television service as required to serve the proposed development. The Consultant will assist the Client with planning, negotiating, designing and coordinating agreements and designs for the associated electric, telecommunications, gas and cable television service.
- 2. Scheduling: The Consultant will provide the Client with a preliminary/projected schedule that will outline the design, submittal, plan check and approval of drawings for electric, telecommunications, gas and cable television service. This schedule will provide a base understanding of the dry utility process based on the Client's needs.
- 3. Value Engineering: During the design process and throughout any negotiations or submittals to utility providers, the Consultant will strive to value engineer the cost of any work to be installed by the contractor, the utility companies and/or the owner. All design parameters are intended to serve the best interest of the subject property.
- 4. Misc. Utility Services: Throughout the planning process there may be additional services required for the project such as main line stubs to future park sites, golf course clubhouses, maintenance buildings and pump stations as well as service(s) to irrigation meter pedestals, gated entrances, traffic signals and streetlights. If these items are brought to our attention after submittal to the utilities, they will be subject to a change order processing fee.
- 5. Street Light Plans: Unless otherwise noted, it is assumed that any street light plans required for the project will be prepared and approved by others.
- 6. Permits: Unless otherwise noted, proposal does not include processing of any required City, County or other agency permits associated with the project.
- 7. Standard Scope Assumptions: Our proposal is based on conventional meter and service requirements consisting of such items, but is not necessarily limited to the following. If these typical standards do not conform to the site plan or constraints, additional coordination will be required and a change order will be issued.
 - a. Electric – assume padmount transformer(s) installation, electric metering gear on grade along exterior building wall or in meter room with direct access to the outside.
 - b. Gas – assume a maximum of a two-tiered header, meters at grade level along exterior building wall.

- c. Telephone/Cable TV – assume termination backboard/demarcation point to be on exterior wall or in room with direct access to the outside.

EXHIBIT A-2
DESCRIPTION OF STANDARD SERVICES

ARTICLE 1

NEW BUSINESS UTILITY COORDINATION & MANAGEMENT

- 1. Utility Coordination & Management – Standard Scope
 - a. Plan Processing and Preliminary Design Coordination
 - i. Coordinate with civil engineer, architect and other design team members to review and obtain pertinent project design information for utility company design submittals.
 - ii. Complete Customer Information sheet with Client and/or team members.
 - iii. Complete required authorization forms and/or related submittal documents.
 - iv. Prepare preliminary schedule outlining anticipated tasks, duration and projected milestones.
 - v. Prepare and submit appropriate documents and plans to each utility.
 - vi. Attend utility design conference and other related meetings as required during the preliminary design process.
 - vii. As applicable, submit Client approved preliminary design (prepared by Consultant) to utility to incorporate into their respective utility design.
 - viii. Maintain regular interface and coordination with each utility provider to complete the utility's preliminary design(s).
 - ix. Review and coordinate any preliminary design revisions with each utility provider.
 - x. Review preliminary utility designs for accuracy and acceptance in preparation for team review and Client's approval and signature.
 - b. Final Design Processing
 - i. As applicable, submit Client approved preliminary utility design to each utility provider for final design preparation.
 - ii. Provide on-going interface and coordination with each utility to complete each final utility design.
 - iii. Review final design for accuracy and compatibility to preliminary design modifications.
 - iv. Coordinate final utility design review and approval with Client and design team. Provide AutoCAD plans to Client and consultants as directed and if available to allow for the production of overlays and comprehensive site utility documentation.
 - v. Coordinate and obtain each utility company's agreements, billings and right-of-way documents. Standard Scope assumes the standard utility easement and utility documents. Additional fees may result for the time associated with processing any non-standard agreements or easements including any third-party easement coordination
 - vi. Review all utility agreements and easements for accuracy of cost methodology, rule application and conformance to the Client's requirements and responsibilities. Submitted billing/contract package to Client shall include a summary of costs and potential refunds for the Client's execution and payment.
 - vii. Process executed agreements, billings and right-of-way documents with utilities and verify completed/approved work order and/or design status with each utility.
 - viii. It is assumed that the Client will process all third-party and City or County applications, easements and agreements directly with each party or agency.

ARTICLE 2

NEW BUSINESS ELECTRIC APPLICANT DESIGN

- 2. New Business Electric Applicant Design – Standard Scope
 - a. Consultant will provide final construction drawings based on information provided by Client and standard utility requirements as outlined in this section.
 - i. Prepare the electrical conduit and cable design associated with the project under CPUC applicant design guidelines.
 - ii. Design to be prepared by a Qualified Applicant Designer in accordance with the standards of the serving electric utility company for new business distribution facilities.
 - iii. Establish electric equipment locations for switches/PME, transformers, vaults, manholes and handholes.
 - iv. Design to include requests by developer and aesthetic placement of structures as allowed.
 - v. Prepare one (1) preliminary electric design for development team review and approval.
 - vi. Developer acknowledgement for design acceptance required prior to submittal of final design.
 - vii. Registered professional electrical engineer to review and stamp final design prior to submittal. All fees associated with engineer review and stamp to be invoiced as a reimbursable expense.
 - viii. Any expense associated with pole loading required by the Electric Utility and prepared by an outside engineer will be invoiced at a direct cost as a reimbursable expense.
 - b. Utility Submittal / Plan Check Processing
 - i. Obtain pertinent information from the Client and prepare / process request for global information with serving Utility provider.
 - ii. Maintain interface with electric utility planner and set global meeting to establish specific guidelines for the design preparation.

- iii. Submit final design package to electric utility company for their review and approval.
- iv. For preparation and finalization of the design and including the plan check submittal, Client must provide information and plans as required by the utility.
- v. Address plan check comments received from the utility and prepare subsequent plan check submittals as required.
- vi. Once preliminary and/or final design has been reviewed and approved by Client, any revisions made to the civil or other development plans that require changes to the design may result in a change order.

**ARTICLE 3
DRY UTILITY COMPOSITE EXHIBIT**

The Dry Utility Composite Exhibit is a key coordination tool developed to confirm the layout of dry utility infrastructure – such as joint trench alignments, vaults, pull boxes, and service locations – in collaboration with the civil, architectural, landscape, and MEP design teams. Its primary objective is to identify and resolve potential design or construction conflicts by providing a reference plan that overlays utility information onto the most current site base files. In addition to supporting coordination with the project design team, the composite exhibit serves as a resource for ownership and development teams to use during bidding, budgeting, and design review processes. While the exhibit is not intended for construction, it plays a critical role in reducing redesigns, clarifying design intent, and improving communication among the project team.

3. Dry Utility Composite Exhibit – Standard Scope

- a. Preliminary Composite Exhibit – Preparation of a Preliminary Dry Utility Composite Exhibit will support early-stage coordination and conflict identification.

Scope Includes:

- i. Development of a preliminary exhibit based on current dry utility designs and available civil, architectural, and landscape files.
- ii. Inclusion of proposed joint trench alignments, utility structure locations, street crossings, and service connection points.
- iii. Preparation of the composite exhibit in two primary stages to promote efficiency and minimize revisions:
 - Stage 1; Depiction of mainline joint trench, above-ground utility structures, large vaults / manholes and service connections.
 - Stage 2; Addition of secondary trench alignments, smaller structures, pull boxes and handholes.
- iv. Utility alignments overlaid on a civil base file showing sewer, water, and storm drain systems, along with architectural and landscape features (AutoCAD format).
- v. Distribution of AutoCAD linework to the development team for multidisciplinary review and coordination.
- vi. Up to **three (3) revisions per stage** included, based on design updates or team comments.
- vii. Revisions beyond the included three per stage will be billed on a time-and-material basis as a miscellaneous task.

- b. Final Composite Exhibit – Following completion of design coordination and approvals, a Final Dry Utility Composite Exhibit will be prepared to reflect resolved utility layouts.

Scope Includes:

- i. Preparation of the final composite exhibit incorporating approved dry utility alignments and the latest civil, architectural, and landscape design data.
- ii. Delivery of updated AutoCAD files showing finalized dry utility infrastructure to the development team.
- iii. One (1) revision included based on final review or updated site information.
- iv. Additional revisions requested after final approval or resulting from updated design files will be billed on a time-and-material basis as a miscellaneous task.
- v. The final exhibit may be used by the Client for bid solicitation or construction staking at their discretion; however, it remains a coordination tool and is not intended as a construction document.
- vi. Exclusion: Design of dry utility infrastructure located within building footprints is excluded from this scope.

**EXHIBIT B
MINIMUM INSURANCE REQUIREMENTS**

~~Morrow Management carries all standard insurance requirements including \$2,000,000 for Errors and Omissions, \$1,000,000 for Business Liability and Worker's Compensation.~~

Consultant proposes to perform the scope of services as outlined in Exhibit A-2 of this agreement. All referenced fees are fixed unless otherwise indicated as hourly which will be invoiced on a time-and-material basis with an estimated not-to-exceed budget.

Article	Task	No. of Work Orders			
1	New Business – Utility Coordination & Management				
	- Electric – Southern California Edison	1	\$	16,000.00	Fixed
	- Communication – AT&T	1	\$	3,000.00	Fixed
	- Communication – Cox	1	\$	3,000.00	Fixed
2	New Business – Edison Electric Applicant Design	1	\$	12,400.00	Fixed
3	Dry Utility Composite Exhibit	1	\$	7,500.00	Fixed
	Miscellaneous Hourly Time-and-Material Budgets				
	- Development Meetings / Misc. Tasks	N/A	\$	5,000.00	Budget
	- Field Coordination / Construction Support	N/A	\$	10,000.00	Budget
	- AutoCAD Utility Base File Preparation / Base File Updates	N/A	\$	2,500.00	Budget
			PROPOSAL TOTAL	\$ 59,400.00	

Miscellaneous Hourly Time-and-Material Budgets:

- a. **Development Meetings / Misc. Tasks** – Establish an hourly time-and-material budget to attend team and utility meetings and provide support related to miscellaneous dry utility tasks throughout the planning and design process for items not included as part of the standard work order design and coordination. Team meetings and miscellaneous tasks will be invoiced on a time-and-material basis with a not-to-exceed budget as outlined in the fee structure.

General Misc. Tasks:

- i. Existing Meter and Service Removal Processing / Coordination
- ii. Dry Utility Opinion of Cost(s)
- iii. Dry Utility Bid Quantities
- iv. Utility Easement Non-Standard / Custom Linework and Coordination
- v. Electric Temporary Power / Service Support
- vi. Misc. AutoCAD Utility / Site Exhibits

- b. **Field Coordination / Construction Support** – Establish an hourly time-and-material budget to assist with field coordination items associated with the installation of the dry utility infrastructure. Specific items include, but are not limited to the following:

- i. Dry Utility Pre-Construction Meeting
- ii. Utility / Contractor Scheduling
- iii. Field Conflict Resolution
- iv. CAD Survey Requests (staking)
- v. Meter and Service Applications
- vi. Meter Set Support
- vii. Inspection Request Coordination
- viii. Utility Design Exhibits and As-built Coordination
- ix. Development / Construction / Utility Meetings
- x. Easement Processing (drafting and processing of separate legal descriptions)
- xi. Equipment / Material Shop Drawing Submittals and Review
- xii. Applicant Install (Electrical) Scheduling and Coordination
- xiii. Request for Information (RFI) Review and Response

- c. **AutoCAD Utility Base Map Preparation / Base File Updates** – Establish an hourly time-and-material budget to prepare and update AutoCAD base files per utility standards. General CAD base map notes:

- i. Based on Utility requirements, it is the client's responsibility to provide electronic base maps for the utility submittals and design preparation.
- ii. The provided AutoCAD base maps should be to scale and accurately identify all existing above and below grade utilities within and around the site boundary in addition to all proposed improvements required with the Project.

- iii. In the event that civil, landscape, or architectural files are provided in a format that does not conform to the requirements for the utility base file—such as necessitating revisions, reformatting, or the supplementation of incomplete information—any additional time required by Morrow to generate or modify the utility base file shall be invoiced on a time-and-materials basis in accordance with our standard hourly rates. Depending on the scope of the additional effort, such services will be billed as a miscellaneous task or may be subject to a formal change order.

REIMBURSABLE EXPENSES

Reimbursable expenses will be invoiced on a monthly basis as incurred. These expenses shall include, but are not limited to costs for: blueprinting/plotting, commercial delivery costs, ~~automobile mileage~~, utility company as-builts, and a professional engineer stamp (\$250 each) or third-party pole loading calculations required for some designs. All expenses to be invoiced at direct cost ~~with automobile mileage calculated at the current IRS standard mileage rate.~~

REIMBURSABLE EXPENSES (TRAVEL)

~~Travel—All travel expenses including but not limited to: airfare / transportation, hotel accommodations, rental car, parking and toll charges shall be reimbursed by the Client at a direct cost as incurred. Morrow Management will make every effort to reduce all travel-related expenses by making advance reservations. Any potential individual travel charge in excess of \$500 will need to be reviewed and approved by the Client before booking. Employee travel time will be invoiced as a reimbursable expense at the applicable hourly rates below in two-hour increments for all time in transit. A daily per diem will be assessed for all travel days per current California rates.~~

2025 HOURLY RATES

Principal	\$265 per hour
Sr. Project Manager	\$220 per hour
Project Manager	\$195 per hour
Asst. Project Manager	\$170 per hour
Project Coordinator	\$150 per hour
Drafting / Administrative	\$ 95 per hour
Project Specialist – Electrical	\$175 per hour

GENERAL NOTES

1. Changes to base files, project files, house plots, phasing and/or loads after client has authorized the preparation of Utility base maps and designs will result in a time and material change order to account for revisions.
2. Client called team meetings will be invoiced as incurred on a time and material basis per the hourly rates identified above.
3. Proposal does not account for processing any City permits, traffic control or temp power coordination.
4. Utility relocations, conversions, backbone systems and other off-site work not specified are excluded.
5. Projects on hold for greater than sixty (60) days and/or which are canceled by the Utility will result in additional fees associated with new submittals and design revisions.
6. ~~Proposal is valid for sixty (60) days from the proposal date.~~
7. Once an Agreement has been signed, it is valid for one (1) year. If the project takes longer than one (1) year to complete, the consultant has the right to re-negotiate the remaining work to be completed, hourly rates and/or Scope of Work.

**EXHIBIT D
STATEMENT OF UNDERSTANDING BETWEEN PARTIES**

This letter is to formalize our Agreement regarding services that Morrow Management (Consultant) will be providing to the **City of Irvine (Client)** in regards to dry utility design and coordination services for the **OCGP Amphitheatre** site(s) located within the **City of Irvine**.

Scope of Services: See attached Scope of Services and Fee Schedule Exhibits.

Fees and Reimbursements: ~~Are either fixed, hourly or direct cost and are identified in Exhibit “C.” Hourly rates are established for any hourly work directed by the Client. Fees are subject to change after proposal expiration at Morrow Management’s discretion. The proposal is based on receiving a contract for all line items. Should any portion of the contract be modified, Morrow Management reserves the right to re-issue this proposal with revised fees.~~

Retainer: ~~A retainer in the amount of \$-0 is required concurrently with the executed proposal or contract.~~

Confidentiality: ~~Client acknowledges and understands that all information relating in any way to Consultant or its business or affairs, whether written or oral, obtained by Client in connection with the services and any information regarding the nature and extent of the services (“Confidential~~

Information”), shall, unless otherwise specified by Consultant in writing, be deemed confidential. Client further acknowledges and understands that Client’s unauthorized disclosure of any Confidential Information would be extremely prejudicial to Consultant. Therefore, Client shall not disclose to any person or entity any Confidential Information unless such disclosure is authorized in writing by Consultant.

Authorization: Consultant will not have the authority or responsibility to execute dry utility contracts on behalf of the Client. Client will promptly execute and deliver written authorization to third parties at the request of Consultant, which will enable Consultant to continue the proposed utility management processing.

Indemnity: Consultant shall not be held responsible or liable for consequential damages by reason of delay by utility companies, contractors or governmental agencies. Client agrees to hold harmless the Consultant against claims, damages, losses and expenses in relation to the project, excepting claims arising out of negligence by Consultant.

Attorney Fees and Costs: This contract is governed by the laws of the State of California. If any action at law or in equity is necessary to enforce or interpret the terms of the contract, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Should the parties not have success in negotiating the controversies, claims, or the breach thereof, the matter shall be settled by final and binding arbitration in Orange County, California. The prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursements, in addition to other relief to which such party may be entitled.

Invoicing and Terms: Morrow Management invoices on a monthly basis, for an estimated percentage of work completed, with a net of 30 days from the date of invoice. Client shall pay Morrow Management compensation for the service rendered by it in accordance with the established fee. In the event invoices are not paid within sixty (60) days of the billing date, consultant may cease to perform further services for the client.

Late Fees: Any past due payments will be charged a late fee of 1.5% per month from the date past due until paid.

Termination: In the event any or all portions of work prepared by Consultant are suspended or terminated, Client shall notify Consultant in writing and pay Consultant for all work performed to date.

Presented by:

Accepted by:



Morrow Management

City of Irvine

Name: Scott Morrow

Name: _____

Title: President

Title: _____

Date: November 11, 2025

Date: _____