



REQUEST FOR PROPOSALS
for
Program Manager at Risk for the Delivery of a New Public Safety Facility

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

No Late Proposals Will Be Accepted.

Due Date and Time:

No Later Than October 21, 2008 at 4:00 pm

RFP Number:

08-2306

This RFP number must be clearly marked on the outside of the envelope containing one (1) original and nine (9) copies of the Proposal, along with a CD. The original proposal must be unbound. Pricing information shall be provided in a separate sealed envelope.

Submit Proposal to:

By mail:

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

Overnight or hand delivery:

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

ALL PROPOSALS MUST BE RECEIVED AT THE CITY OFFICES NO LATER THAN 4:00 P.M. ON October 21, 2008. NO LATE PROPOSALS WILL BE ACCEPTED.

A MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD ON SEPTEMBER 30, 2008 AT 9:00 AM AT 1 CIVIC CENTER PLAZA, IRVINE, AT THE CONFERENCE AND TRAINING CENTER (CTC) LOCATED ON THE MAIN FLOOR. PLEASE CHECK IN AT RECEPTION DESK.

Any requests for clarification or other questions concerning this RFP must be submitted in writing and sent via email to Pat Castro with a copy to T. Hamilton (as shown below) no later than October 7, 2008 at 4:00 p.m.

PAT CASTRO, Facilities Construction Rehab
Administrator
949-724-6675
pcastro@ci.irvine.ca.us

TRACY HAMILTON, Purchasing Agent
949-724-6180
tphamilton@ci.irvine.ca.us

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

City of Irvine

Request for Proposals 08-2306

Program Manager at Risk

For the Delivery of a New Public Safety Facility

September 16, 2008

TABLE OF CONTENTS

REQUEST FOR PROPOSALS	1
I. EXECUTIVE SUMMARY / INTRODUCTION	1
II. PROJECT DESCRIPTION	1
III. GENERAL REQUIREMENTS	2
IV. SCOPE OF SERVICES	9
Objective	9
Phase 1-Pre-Construction	10
Phase II-Construction	27
V. AGENCY RELATIONSHIP AND DUTY	44
VI. FIXED-FEE PROFESSIONAL SERVICES	45
VII. QUESTIONS REGARDING THIS RFP	45
VIII. TENTATIVE PROJECT SCHEDULE	45
IX. SUBMISSION OF PROPOSALS	45
X. PROPOSAL CONTENT AND FORMAT	46
XI. MINIMUM QUALIFICATIONS	50
XII. SELECTION PROCESS	50
XIII. SELECTION CRITERIA	51
XIV. DESIGNATED REPRESENTATIVES	52
XV. CITY AGREEMENT AND INSURANCE	52

EXHIBIT 1 – SITE PLAN

EXHIBIT 2 – CITY AGREEMENT FOR PROFESSIONAL SERVICES (PSA)

EXHIBIT 3- CITY OF IRVINE APPROVED PRE-QUALIFIED PROFESSIONAL CONSULTANTS

EXHIBIT 4-CITY OF IRVINE PARK/PUBLIC FACILITY STANDARDS

EXHIBIT 5- GRIFFIN STRUCTURES, INC. ANALYSIS OF CAPITAL PLAN: CITY HALL, POLICE, AND OPERATIONS SERVICES FACILITY

REQUEST FOR PROPOSALS

I. EXECUTIVE SUMMARY / INTRODUCTION

The City of Irvine, California (the "City") is soliciting Request for Proposals (RFP) for selection of a Program Manager at Risk (PMAR) firm for work related to the delivery of a new Irvine Public Safety Facility (the Project), in accordance with the terms, conditions, and requirements set forth in this RFP. PMAR professional services are being sought by the City for work in two project phases.

Initially, the selected PMAR shall be tasked with Phase 1 only. Phase I includes the validation of the needs assessment, pre-design services, schematic design, design development, and pre-construction program management services. The PMAR shall prepare a design development set of Plans and Specifications, and Estimate of construction costs (PS & E) for the new Irvine Public Safety facility in accordance with City standards and procedures and applicable local, State and Federal requirements. At the end of Phase 1, the PMAR will submit to the City a bonded Guaranteed Maximum Price (GMP) proposal for the delivery of the facility, complete and operational. The City (at its sole discretion) may or may not, contract with the PMAR for Phase II of the project.

After review of the submitted GMP, and if the GMP is determined to be acceptable, the City will move forward with the PMAR for Phase II. Phase II of the project includes final development of the plans, specifications and estimate resulting in 100% construction documents, management of all professional services, bidding and construction of the Project to Certificate of Occupancy and acceptance by the City.

II. PROJECT DESCRIPTION

The Irvine Public Safety Facility Project will be a newly constructed "essential services facility" to replace the existing facility currently located within the Irvine Civic Center. The City has recently completed a Needs Assessment study prepared by Griffin Structures, Inc., and on this basis is seeking to construct a new 96,000 square foot Public Safety Facility, a 420 stall 2-level parking structure, an on-site firing range, service yard, fuel facility and security site improvements. The new facility will be located near the Orange County Great Park, within the Heritage Fields, LLC, Lifelong Learning District. The proposing firm shall consider the architecture and related site improvements suitable for this location.

The Project will be designed and constructed in accordance with all the latest applicable codes, standards, and regulations and approvals on any specialty requirements. In addition the Project will be designed and constructed to conform to the California Essential Services Buildings Seismic Safety Act of 1986. Additionally the facility will be constructed to meet LEED Silver (minimum) in accordance with the guidelines established by the United States Green Building Council.

The Project includes a number of key law enforcement components that will be designed into the facility. Examples of such key components include:

- 911 Communication Center
- Emergency Operations Center (EOC)
- Temporary Holding Facility
- Evidence Storage
- Evidence Processing and Forensic Services

- Training/Briefing Rooms
- Secure Records Storage
- Exercise Facility and Male/Female Locker Facilities
- Lead-free Fire Arms Training Facility (Indoor Firing Range)
- Secure Parking for Police and Employee Vehicles
- Fuel Facility
- Security Enhancements, including card-reader entry system

It is anticipated that the facility will be occupied in July of 2011.

III. GENERAL REQUIREMENTS

The City is requesting the services of a qualified PMAR firm to provide professional services for a New Police Station, which will include a validation of needs assessment, comprehensive architectural and engineering design services (PS&E), securing project approval and plan approval through the City's Planning Department and Building & Safety Department, providing bidding support services, construction management services, and project close out. **The City is requesting a firm, lump sum, not-to-exceed fee for performing Phase 1 of this work.**

The Scope of Work and requirements described in this RFP are the minimum necessary to meet the City's objectives. The PMAR is expected to expand on the scope in the Fee Proposal, where necessary, by incorporating specific areas of expertise. The following listed requirements are neither limited nor comprehensive and the PMAR's Proposal may include additional requirements if in the PMAR's professional opinion such requirements are reasonable and warranted and are approved by the City.

All Fee Proposals submitted to the City for consideration and all work products subsequently produced by the PMAR shall be the property of the City. In addition to performing the tasks described in Section IV below, the PMAR shall, at a minimum, perform or make provisions for the following General Requirements as directed by the City:

1. The PMAR shall identify one individual to act as Project Manager throughout the period of the contract to coordinate the work tasks, manage the contract, ensure quality and timeliness of work products, and be the principal contact for City staff.
2. Project Management and Coordination -The PMAR shall provide project management for the project, including but not limited to: (a) management of the work, (b) coordination with the City, regulatory agencies, and all other affected entities, (c) establish schedule and budget conformance, (d) conduct frequent project meetings with City staff, (e) attend additional project meetings with other required agencies, (f) prepare meeting agendas and minutes, and distribute same, for all meetings, (g) attend public hearings as necessary to address questions and concerns, and (h) prepare all notices, and distribute and/or publicize required notices in newspapers or other publications as applicable.
3. PMAR shall provide a draft, preliminary schedule for the required work with the Fee Proposal and provide an accurate, updated schedule after execution of the contract.

4. Health and Safety Regulations -The PMAR shall be knowledgeable of all applicable health and safety regulations, as well as, California OSHA requirements and shall be responsible to integrate such requirements into the plans and specifications as needed.
5. PMAR services shall be in compliance with local, county, state and federal procedures, policies, laws, and ordinances applicable to the work being performed. PMAR and all subconsultants will make themselves aware of all federal, state and local laws, rules and regulations assuring design compliance for the construction of an "essential services facility." The deliverables provided to the City will conform to those regulations to ensure a complete and conforming project. The PMAR and its subconsultants will follow the Labor Code regarding prevailing wages to those workers employed on public works contracts performing applicable duties in the "General Prevailing Wage Determinations made by the Director of Industrial Relations." The project documents and specifications prepared by the PMAR will ensure the PMAR is made aware of its obligations for compliance with all environmental laws and regulations including, but not limited to, noise, dust, water quality, nesting birds, best management practices, erosion, and sediment control.
6. All design work shall be in accordance with the requirements of the City of Irvine. Sheet scale and size shall clearly illustrate the proposed construction and shall be approved by the City. The architectural drawings and specifications shall be complete and suitable for bidding.
7. All submittals and deliverables will be provided in both hard copy and CD-ROM, including, if applicable, submission of data in geographic information system (GIS) format using protocols compatible with the City's GIS system. Copies of all design drawings shall be submitted to the City in AutoCAD format, 2000 or higher (.DXF or .DWG file format) and Adobe Portable Document File (PDF) with two copies on CD. Other documents shall be submitted to the City in Microsoft Word, Version 2003.
8. Research and Data Collection -The PMAR shall perform all necessary research of agency records to secure information, clearances, and/or plan review services required to identify, locate, and accurately layout all improvements, existing utilities, easements, centerline, right of way, and private property lines. The PMAR shall provide field reconnaissance where necessary.
9. Survey, Mapping, and Base Plans -The PMAR shall perform or obtain aerial surveys, field surveys, and cross-sections as necessary to suitable accuracy for contours to control the design, establish the limits of the right of way and ownership records, locate all existing utilities, locate the future location of any re-located utilities, and provide accurate quantity and earthwork estimates. The PMAR shall be responsible for obtaining any and all necessary survey work, aerial topographic mapping, and survey data of the project area needed to complete the plans and specifications. The horizontal datum shall reference to existing property corner monuments and the vertical datum shall reference to a City of Irvine benchmark. Surveys are to be in English Units only (no metric units). The PMAR shall provide base mapping suitable for the design of the project. A minimum of two (2) temporary benchmarks shall be established for the project. Topography shall extend a minimum of one hundred feet (100') beyond the proposed improvements. The PMAR shall obtain necessary permits to perform required surveys. If a Record of Survey is required the PMAR shall provide all work and materials necessary to have the Record of Survey filed and recorded in accordance with Orange County requirements.

10. PMAR shall maintain all project records, notes, computations, correspondence, and all other pertinent related files and information, prepared or obtained by PMAR in conjunction with services provided to the City. PMAR shall, if requested by the City or any of its duly authorized representatives, provide copies of and access to any documents, books, papers, and records for the purpose of making an audit, examination, excerpts, and transcriptions, and PMAR shall provide same without charge and without restriction or limitation on their use. All originals, including electronic and hard copy mediums, shall at all times be considered to be the property of the City of Irvine.
11. Reimbursables. Reprographic services will be included on the invoice to the City. Reimbursable expenses such as messenger services and other project specific out-of-pocket expenses will be paid at cost. Assume eight (8) sets of documents will be required for each review submittal by the City.

NOTE: Vehicle use, mileage, and travel expenses are specifically excluded as separately reimbursable items and considered as included in the Consultants man-hour rates.

PMAR shall provide evidence of possession of a City business license.

12. Owner Controlled Insurance Program. The following may be used if the City of Irvine elects to use an Owner Controlled Insurance Program:

Owner Controlled Insurance Program: At the City's option, as provided in the Bid Documents, it may establish an Owner Controlled Insurance Program (OCIP), at any time prior to or after the Contract award. If the City establishes an OCIP, the Contractor will be notified to cancel its Workers' Compensation, General Liability, and/or Umbrella Excess General Liability policies of insurance associated with this project. Pursuant to City's instructions, Contractor and its Subcontractors will be required to participate in the OCIP and complete the required forms in a timely manner. The City will issue a Change Order reducing the total contract value. The reduction will be calculated by dividing the Lump Sum amount of the respective Bid Line by the number of months in the original schedule to arrive at a monthly rate. The monthly rate will be multiplied by the number of remaining months (from date of cancellation) in the original schedule and the contract value will be reduced by that amount.

Automotive Liability and Automotive Excess Liability are not covered under an OCIP. Therefore, Contractor and its Subcontractors must purchase said policies and maintain them in full force and effect for the duration of the contract.

12. PMAR shall provide evidence of insurance coverage, issued by an admitted California insurer legally licensed and qualified to conduct business in the State of California, as described in the Sample PSA included herewith as Exhibit 2.
13. The PMAR shall submit itemized monthly invoices for all services performed in the course of the month in a format approved and accepted by the City. Invoices shall be submitted no later than the 5th day of the month, or any other day mutually agreed upon by the City and the PMAR, for services performed during the previous month.

14. Submittal requirements as shown are minimum requirements. The PMAR remains fully responsible for providing a complete and professional design and construction documents sufficient for any qualified contractor to construct the facility.
15. Project Submittals -The PMAR shall assemble all materials required for each submittal and present in the form of drawings, reports, and exhibit boards as appropriate. Project submittals are required at the following design milestone points:
 - Initial Schematic Design (SD)
 - 100% Schematic Design (SD)
 - 50% Design Development (DD)
 - 100% Design Development (DD)
 - 60% Construction Documents (CD)
 - 95% Construction Documents (CD)
 - 100% Final Construction Documents (CD)
16. Cost Estimate Submittals -Throughout the project the PMAR is expected to keep the project cost within the construction budget and is required to periodically submit a current Estimated Project Construction Cost to verify and document this. Project construction cost estimates shall be developed/updated and submitted as a part of each of the following submittals:
 - Initial Schematic Design (SD)
 - 100% Schematic Design (SD)
 - 100% Design Development (DD)
 - 60% Construction Documents (CD)
 - 95% Construction Documents (CD)
 - 100% Final Construction Document (CD)

Each cost estimate shall:

- Reflect the best professional estimate of actual costs anticipated.
 - Cost estimates should include all indirect and direct components of the work including construction costs, insurance and bonds, on-site and off-site improvements, utility hook-up costs, professional fees such as program management, architecture, and engineering, special consultants, geotechnical and environmental, testing and inspection, landscaping and irrigation, Furniture Fixtures & Equipment (FF& E), communications and security, interior design, signage and graphics, general conditions, general requirements, contingencies, etc.
 - Establish internal estimating allowances, consistent with good professional practice, appropriate to the phase of development. Larger allowances are assumed held at early phases gradually diminishing to zero at completion of final cost estimate.
17. Applicable Codes, Rules, and Regulations -It is the PMAR's responsibility to design the project in compliance with federal, state, and local laws, codes, rules, regulations, ordinances, and standards, including, but not limited to the following:

- The California Uniform Building Code --Title 24 as adopted by the California Building Standards Commission.
- The California Administrative Code, Title 19 (Industrial Relations, Public Safety)
- The California Occupational Safety and Health Act
- The California Environmental Quality Act, latest edition
- Requirements of the Regional Water Quality Board
- Public Contract Code, Sections 10700 et seq. (California State Contract Law)
- State/local health departments (regarding food services, pools, etc.)
- Air Quality Management District regulations
- Americans with Disabilities Act (ADA), Title II, ADAAG
- ASHRAE indoor air quality standards
- California Essential Services Buildings Seismic Safety Act of 1986
- United States Green Building Council
- California Department of Corrections, Corrections Standards Authority (CSA)
- City of Irvine Park/Public Facility Standards as well as all other necessary City of Irvine standards
- City of Irvine Street, Landscape and Right-of-Way Standards and Design Manual

18. Regulatory Approvals -The PMAR shall be responsible for obtaining review and approval by applicable regulatory agencies. Specific plan review and approvals are required by the City of Irvine. The PMAR's sole responsibility for code compliance is not diminished in any manner by the comments or lack of comments from any plan review. Early consultation with all plan check groups is strongly encouraged.

- Handicapped Access Compliance (ADA): For all new, alteration or remodeling projects, the City must be in compliance with access requirements.
- Community Development Department: The plans shall be submitted by the PMAR to the City's Community Development Department for review and approval. In addition, the project may need to be submitted to the City's Planning Commission for review and approvals and/or the City Council for review and approval.
- City Community Services Department: The plans shall be submitted by the PMAR to the City's Community Services Department for review and approval for compliance with the City's adopted City of Irvine Park/Public Facility Standards.
- Environmental Document: The PMAR shall secure an approved environmental document for the project and project site. The PMAR shall work closely with the City's Planning Department to meet this goal
- Orange County Fire Authority (OCFA): The plans must be submitted directly by the PMAR to the Orange County Fire Authority for approval. The PMAR should be aware of fire access needs as expressed by the OCFA.

- Code Plan Check: The PMAR shall submit plans and specifications to the City's Building & Safety Department for review and approval.
- State/local health departments: If required, when the project involves food services, pools, or other components regulated by the health department, including tuberculosis isolation needs.
- Federal and state environmental regulatory agencies.

Plan Check Fees for plan check reviews, inspections, where applicable, shall be the responsibility of the PMAR.

19. Examination of Site - At the beginning of the schematic design phase the PMAR shall:

- Visit the project site to become familiar with existing site conditions, including site location and size, utility capacities, and connection options of external utilities. Contact the City's Planning Department and Public Works Department for design standards and site constraints.
- Site examinations as described above shall be documented by means of a report. The report must identify the existing conditions found and list recommendations or plans of action.

20. Basis of Design Reports - It is imperative that the City understands the implications of design decisions being made during the design process. In the early stages of design, it is especially important that the PMAR provide insights into the implications of a given choice, e.g. materials, building skin, mechanical systems, etc. To achieve this, the PMAR shall develop Basis of Design Reports for key building systems. These reports are first due during the initial stages of schematic design and provide the basis for the City's acceptance of design submittals. A Basis of Design Report shall be prepared for each of the following systems:

- Building envelope
- HVAC
- Lighting

Each report shall provide a narrative discussion covering the following points. Some systems may require additional information.

- Applicable codes & standards
- Performance characteristics
- Life cycle cost analysis spreadsheet, must include, but may not be limited to:
 - (a) Initial cost of system
 - (b) Energy costs - *Note: The life cycle cost analysis will require a performance based Title 24 calculation as a part of its completion*
 - (c) Maintenance and custodial costs
 - (d) Life expectancy (may require life expectancy of subsystems)
 - (e) Replacement costs (if applicable)
 - (f) Total cost of ownership over 50 (fifty) years

Basis of Design Reports are required at the following design milestones:

- 50% Schematic Design
- 100% Schematic Design
- 100% Design Development
- 95% Construction Documents

21. Code Analysis Reports and Plans -Provide a narrative discussion and summary of building code issues, impacts and restrictions particular to this project. The outline shall include a written report and diagrammatic plans or drawings delineating design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones). The analysis shall be updated for each design phase.
22. Interdisciplinary Coordination Review -Evidence of interdisciplinary coordination is required as a part of design development and construction document submittals. Coordination reviews shall include the following:
- A narrative discussion of methodology used to segregate structural, mechanical, electrical, and plumbing systems. Describe any zoning or hierarchies used.
 - Provide composite drawing files to show mechanical duct routing relative to structural constraints, ceiling heights and wall locations.
23. Public Contract Code Requirements for City Projects - Where the specifications call for a designated material, product, item, or service by specific brand or trade name, at least two (2) brands or trade names of comparable quality or utility must be listed followed by the words "or equal." In cases where a unique or novel product application is required to be used in the public interest or where only one brand or trade name is known, only one brand or trade name may be listed followed by the words "or equal."

This "or equal" provision may, on rare occasions, be eliminated when a product or system must match an existing product or system. Acceptable examples include:

- Expanding an existing card access system.
 - Specification of a specific lockset manufacturer to match an existing City standard.
 - Use of specific irrigation valve heads, etc. to match an existing City standard. The specifications must provide a period for the contractor to submit data to substantiate a request for a substitution of an "equal" item (Public Contract Code, Section 3400) The PMAR shall review all submittals for "equal" substitutions submitted.
24. Proprietary Specifications -Technical specifications prepared for bidding public works projects must provide for fair and equal competition among potential bidders. Specifications supplied by vendors or manufacturers should be reviewed carefully to ensure that they do not limit the bidding to a particular company, brand, or trade name. The PMAR is expected to be knowledgeable in the field and to be aware of the existence of equal brands or products. To avoid conflict of interest, any person or firm preparing specifications for a project shall not be eligible to bid on the project or to work on the project as a subcontractor.

25. The PMAR, the City, the Architect, and any other Project consultants or subconsultants shall be called the "Project Team". It is intended that the "Project Team" shall work through final completion of construction, if the PMAR is awarded Phase II services. In the event City determines not to enter into the GMP agreement with PMAR, or if this Agreement is otherwise terminated as set forth herein, then PMAR agrees to assign to City any existing contracts with its architectural, engineering and specialty consultant services subconsultant firms for the completion of the design of the Project, as requested by City. City and subconsultants would then enter into new contracts similar in form to the Agreement between City and PMAR. The City reserves the right to modify any terms and conditions to ensure compliance with standard City contracts for design professional firms. PMAR shall include this assignment requirement in all of its contracts with subconsultants.
26. The City shall designate a representative who shall be the PMAR's City contact point during both the Pre-Construction and Construction Phases. This representative shall be the primary channel of communication to the City and shall act as the City's liaison with the PMAR. The City may designate multiple representatives responsible for defined aspects of the project, and may replace or re-designate any or all representatives at the City's sole discretion.
27. Response to City Comments/Directions -The City will provide written comments to the PMAR for each submittal. The PMAR shall provide a written response to each item and return to the City along with the next submittal. When the response indicates work has been incorporated into the documents, the response must indicate the appropriate drawing location and specification section incorporating the work.
28. Design to the Essential Services Buildings Act and to the essential services design standards in the California Uniform Building Code as locally amended. Incorporate energy conservation and operational efficiency beyond Title 24 minimums (generally designing the buildings for ease of maintenance and low life-cycle operating costs) when possible, and meet the requirements outlined in the City's approved Energy Plan.
29. Design using "green building" principles. The facility must meet a minimum "silver" LEED designation as outlined by the United States Green Building Council.
30. Include emergency generator power. Ensure alternative power sources are sufficient for emergency operations during periods of line power loss (including the consideration of photovoltaic and geothermal alternatives).
31. Plans and specifications shall include all on-site improvements (to include irrigation and landscaping), all required off-site improvements, all on-site and off-site utilities, and any other applicable improvements.
32. Incorporate and respond to Building & Safety Department plan check comments as appropriate and facilitate the permitting process.
33. Provide interior design services and design & consultation on furnishings (FF&E) and telecommunication needs (data, phone, internet, etc.) and moving expense.

IV. SCOPE OF SERVICES

Objective

The objective of this RFP is for the City to identify and select a PMAR firm to provide professional program and construction management services on a continuous and integrated basis during the design, preconstruction, construction and occupancy phases of the Project as described in this RFP.

PHASE 1 -PRE-CONSTRUCTION

During the Pre-Construction/Design Phase, the PMAR will utilize his skills and knowledge of construction to develop schedules, recommend the addition or deduction of alternates, prepare construction cost models and estimates, conduct value analysis studies, study labor conditions, identify and address constructability issues, and advise on the most efficient sequencing of construction work for the Project. Included in the Pre-Construction are all PMAR activities necessary to prepare and submit a bonded Guaranteed Maximum Price (GMP). The City will pay the PMAR a fixed, Pre-Construction Phase fee for this work; such a fee includes all costs associated with the PMAR providing the Pre-Construction Services.

Task 1-A Project Management, Coordination, and Meetings

The scope of work for this Task includes, but is not limited to, the following:

Project Management and Coordination: Under this task the PMAR shall manage the project and coordinate its efforts with the City, public and private utilities, and other agencies to obtain the necessary technical information required for preparation of plans and specifications and other documentation. In addition, **conformance with all of the General Requirements described in Section III above (excluding project meetings) shall be included within this task.**

The PMAR shall provide efficient business administration and superintendence, and use its skill to ensure the project is designed and constructed in an expeditious and economical manner consistent with the interests of the City.

This includes the management of the Architect, and all subconsultants to the Architect, and any other consultants, as well as any other consultants on the PMAR team, in the production of all work through SD and DD, cost estimating, value engineering, scheduling, and all other aspects of the project. The architectural, engineering and specialty consultant services firm(s) shall be selected based upon qualifications, and the PMAR agrees to include the City's pre-qualified "Consultant Team" firms in the selection process for the various professional services required for Phase I who are listed in Exhibit 3. The City will have ultimate approval of the consultant team.

Such management includes scheduling and cost control, exercise of diligent quality control of the Project, and service as the single-point-of-contact for the City in the course of this work. During the SD phase, the PMAR will exercise its best efforts to control the cost of the Project and seek to maintain the budget within the City's established budget level. Within thirty (30) calendar days from the Notice to Proceed, the PMAR will prepare a detailed CPM schedule of the pre-construction phase and conceptual budget for review and approval by the City that identifies all the tasks required for completion of each component of work by the City and each consulting team member to provide for the various phases of work. This

Schedule and Conceptual Budget will serve as the framework for subsequent budget and schedule refinement during the SD and DD phases of work.

The PMAR shall review the design throughout the pre-construction phase as to constructability and submit written reports that will contain a description of any constructability issues with background information, a summary of the PMAR's in-depth study/research, and written recommendations for addressing the issue.

The PMAR shall evaluate the designs throughout the pre-construction phase and provide value analysis services and offer cost savings suggestions and best value recommendations to the City. All recommendations shall be in writing and must be fully reviewed and approved by the City prior to implementation. Value analysis efforts shall result in a design that is most effective in first costs as well as long-term operational costs relative to issues of energy use and facility maintainability. Value analysis should include life-cycle cost analysis as may be required to assist the Architect to achieve an appropriate balance between costs, aesthetics, and function. Value analysis efforts shall also take into consideration applicable constructability issues. Value analysis studies shall be continuous as the design is being developed.

The PMAR shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility, or schedules. The PMAR shall promptly notify the City and Architect in writing upon observing any features in the design that appear to be ambiguous, confusing, conflicting, or erroneous. All ambiguous, confusing, conflicting, and/or erroneous features discovered in the plans and specifications by the PMAR during the review process shall be deemed to be corrected, and any associated costs shall be included in the PMAR's Guaranteed Maximum Price.

The PMAR shall provide a thorough interdisciplinary coordination review of the construction drawings and specifications before Trade Contract Bidding.

The PMAR shall provide status reports as required (at least monthly with invoices submitted) to the City's designated representative and may need to make periodic presentations to the City Council, Planning Commission, Senior City Staff, and the public as reasonably directed by the City.

The PMAR will review invoices submitted by the A/E and any other project-related consultants prior to submitting to the City for payment. If incorrect, the PMAR will return invoices to the consultants with instructions for corrections.

The PMAR will maintain such full and detailed accounts as may be necessary for proper design, construction, and financial management for the project. The project records system will contain all relevant documentation, and will be extensible, if the PMAR is so retained beyond Phase I, to a full and auditable record of the project through construction.

Project Meetings: Under this task the PMAR shall prepare agendas and attend project meetings as described in Section III above. Agendas shall be submitted to the City (via fax or email a minimum of 2 working days prior to meeting time) for review and approval. PMAR shall also prepare, take, and issue meeting minutes to all attendees. The precise form of the agendas and meeting minutes shall be mutually agreed by the City and PMAR. The City shall chair and direct all project meetings held at City offices. The PMAR shall participate in the following meetings, at a minimum:

- Kick-off meeting with City, Architect, and sub-consultants (as necessary) to present the work plan including project schedules, management protocols, and project assumptions.
- Project status/progress meetings with City staff. The PMAR shall attend all meetings, with appropriate technical staff in attendance.
- Additional meetings as requested by City during critical work phases.
- Any meetings associated with scoping, public input, or public hearings.
- Meetings with other agencies as requested by City or as determined necessary, including but not limited to the City Council, and coordination with regulatory agencies to determine permit requirements.

Community Involvement Meetings: PMAR shall develop and prepare for a Community Involvement meeting with active participation from City staff. The meeting shall be held to ensure public support for the new police station and to receive input on site or building design. Additional meetings may be required during the life of the project to maintain support. PMAR shall coordinate all such public meetings.

Task 1-B. Space Needs Assessment

The PMAR shall analyze space needs of all elements that will be using the building, and determine the specific facility requirements needed to provide the best functional use not only for the Police Department and Emergency Operations Center functions, but for the public as well. This includes an access and personnel traffic flow analysis for both building occupants and citizens, including ADA provisions and security. The PMAR shall provide alternative conceptual floor plans that reflect the space needs analysis and a conceptual site layout for review and approval by the City prior to proceeding to Schematic Design.

Task 1-C. Schematic Design (SD)

The PMAR will oversee the work of the Architect and any applicable subconsultants and assure teamwork between all members to ensure a design that delivers the project on time and within budget. During SD, the PMAR will review production of SD documents and services by the Architect, including such items, appropriate to the SD level.

The following items constitute the minimum Schematic Design (SD) submittal requirements. For presentations to the City simplicity and clarity shall be the governing factors in the development of drawings and written documents.

The PMAR shall assemble all materials required for SD submittal and present in the form of drawings and or exhibits as appropriate along with a binder of narrative responses. The narrative response shall address each item listed point by point.

(a) SD General Requirements

- Review the program specifications upon receipt of the Notice to Proceed
- Attend the project kick-off meeting to receive instruction from the City and its designated representatives
- Secure project planning information including information on underground utilities and site constraints

- Request any additional data needed from the City
- Coordinate the project with other City projects
- Consult with other City staff when directed by the Project Manager
- Design the facilities in accordance with all applicable codes and standards
- Obtain concurrence of the schematic design documents from the City's Planning Department, Building & Safety Department, and OCFD, where applicable
- Obtain City approval of schematic work in progress prior to presentation to City Council or outside parties
- Modify or redesign the project, as necessary, to secure approval from the City
- Request and obtain approval from the City before initiating any work to modify the project documents, which may require performance of extra services

(b) City SD Review Submittal Requirements

The PMAR shall make an initial progress schematic phase presentation to the City early enough in the development of the phase (approximately 50% to 60%) so that City design comments from this review meeting can be effectively incorporated into the final 100% schematic submittal for City approval.

The PMAR shall develop and present the following materials for each SD Submittal:

- A colored 'presentation' site plan, showing the shape and location of adjacent improvements, landscaping, shadows, and paving patterns.
- A plan of each floor
- All elevations
- Sections necessary to show basic structural and vertical space organization
- A colored rendering perspective view - *Rendering shall be cast to provide a single overall view of the project typically from eye level. Coordinate vantage point with City. Samples of the rendering style shall be submitted to the City for approval prior to beginning rendering.*
- A color photograph of the project site taken from a vantage point approximating that of the rendering.
- Estimate of total construction costs (as described in Section III, Item 16)
- Basis of Design Reports (as described in Section III, Item 20)
- Code Analysis Report & Plans (as described in Section III, Item 21)
- Interdisciplinary Coordination Review (as described in Section III, Item 22)

The PMAR shall adjust and complete the schematic design incorporating comments received from the City. The response to review comments, received from the City review meeting, shall be noted in the final schematic submittal narrative. After all comments have been addressed the PMAR shall make a final 100% schematic submittal to the City for review and approval. PMAR to provide in .JPG format on CD-ROM electronic image files of items listed above that have been updated to incorporate comments received from the initial schematic submittal

(JPG format shall be sized with an image area exclusive of titles and borders of 1024 x 768 resolution or greater). Provide a display board of the project rendering. The rendering shall be mounted on a rigid, non-warping base.

(c) SD Schedule, Program, and Budget

Project Schedule - The PMAR shall develop a simple project schedule identifying the following at a minimum:

- Project phase submittals
- Review times assumptions
- Submittal dates for City review -SD and DD
- Construction Plan submittal
- Pre-bid operations
- Bidding
- Contract Award
- Notice to proceed
- Construction duration
- FF&E installation
- Building Acceptance
- Project Closeout

This schedule shall be reviewed with the City at appropriate intervals and updated by the PMAR as applicable.

Program and Budget - The PMAR shall prepare a written evaluation of any imbalance between the construction budget and the project requirements. The PMAR shall be prepared to present project or design adjustment alternatives for City consideration when adjustments are needed to bring the project scope, project schedule, and construction budget into alignment.

(d) SD Architectural Requirements

Site Civil and Landscape Drawings (Scale: Minimum 1 inch = 40 feet):

- Shall meet the requirements as outlined in the City of Irvine's Park/Public Facility Standards.
- Depict the overall dimensions of the proposed new building.
- Depict and identify (name) existing structures within a radius of 300 feet of the project site. Indicate the distances from proposed new building to (1) adjacent existing buildings, (2) property lines and setbacks, and (3) roadways.
- Depict major new exterior elements. Show streets, service drives, easements, loading docks, parking areas, paved areas, walks, stairs, ramps, pools, retaining walls, fences, fire hydrants, and equipment.

- Depict the proposed finished elevations of building entrances and major exterior elements.
- Depict existing and proposed contours at one-foot intervals. Indicate method of general site drainage. Provide a written narrative on design grading and retention systems proposed. Discuss possible alternate systems.
- Provide sections through the site as needed to explain changes in levels within the proposed building as related to the site.
- Depict the placement of ramps and other provisions for disabled access to the site and building.
- Depict landscape design.
- Show locations of existing utilities.
- Provide a site utilities plan indicating both existing utilities and proposed new utilities.
- Document findings and design impacts from initial site investigations.

Floor Plans (Scale: Minimum 1/8 inch = 1 foot):

- Indicate the locations, room names, sizes (in assignable square feet), and space numbers for all programmed spaces and required gross area spaces including entrances, lobbies, corridors, common areas, toilet rooms, janitors' closets, and mechanical/electrical equipment rooms.
- Indicate the overall dimensions of major elements of the building.
- Indicate such building elements as walls, columns, doors, windows, openings, and major built-in equipment.
- Indicate compliance with applicable disabled access codes.
- Provide a demolition plan whenever a project requires the demolition of a building or portions thereof. Indicate existing work to be removed, and existing work to remain in place.

Elevations and Sections (Scale: Minimum 1/16 inch = 1 foot):

- Show all elevations of the building. Depict floor-to-floor dimensions and the overall building height.
- Include sections as needed to explain the structure and any unusual design features. Depict existing and proposed grades.

Building Materials and Massing:

- Provide a display board with mounted samples of the actual exterior materials proposed by PMAR.
- Provide study drawings as needed to analyze various alternative building site locations and building massing schemes.
- Provide a narrative description setting forth the design concept and important features of the Project.

(e) SD Structural Requirements

- Provide a detailed written description of the recommended structural system and the basis for recommending this system over other approaches.
- Provide a conceptual structural framing plan of a typical floor. Indicate via a dimensioned grid reference system, columns, load-bearing walls, shear walls, footings, and related items.

(f) SD Plumbing Requirements

- Provide a written analysis of the calculated load demands of proposed new plumbing systems, the design demands of the project, and the capacity of the existing plumbing systems, if any. Show domestic water, sanitary and storm drains, and fire protection sub-systems.
- Provide an analysis of male and female fixture count and location with a comparison to plumbing code minimum requirements.
- Indicate the proposed points of connection to utility systems.

(g) SD HVAC Requirements

- Provide a written analysis of the calculated loads of proposed new HVAC systems.
- Provide a conceptual single-line mechanical diagram showing major ducts and equipment. Identify the sizes and locations of major equipment items including cooling towers, chillers, pumps, fans, air-handling units, compressors, and related items.
- Determine the capacity of existing systems if any, based on an examination of the facility's record drawings, an inspection of the existing system, and test reports.
- Provide a description of the proposed fume hood ducting and exhaust system.
- Show air intakes and exhausts and demonstrate how air entrainment is avoided.

(h) SD Electrical & Telecom Requirements

- Provide a site plan showing the proposed method of service for the electrical power, data, telecommunications, security, and fire alarm systems.
- Provide a single-line diagram showing the following:
 1. Method of service (City or local utility)
 2. Major transformers and transformer substations
 3. Major switchboards, motor control centers, and panel and distribution boards
 4. Major components of the emergency power system
 5. Major components of telecommunications system
 - i. Building Distribution Facility (BDF)
 - ii. Intermediate Distribution Facility (IDF)
 - iii. Proposed point of connection to utility
 - iv. Narrative on proposed system design, media type conduit routing and access

(i) SD Outline Specifications

Develop an outline specification that shall include the following:

- A general description of the project's site, architectural design, building, and type of construction.
- Identify the structural system, including materials and systems, a strategy for dealing with special conditions, subsurface conditions, and substructure.
- Describe the mechanical and electrical systems conceptually.
- Identify all special systems including special control systems, energy management systems, and special exhaust systems.
- Identify finishes at a gross level, indicating the type and quality level. Define casework or furniture systems conceptually.
- Include a separate paragraph in the electrical specifications describing proposed new systems for the power, lighting, data, communication, fire alarm, and security systems. Describe the proposed power system voltages including the main points of connection to existing systems.

(j) SD Area Tabulation

- Provide a summary of floor area allocations. The summary must include the total assignable area, the total gross area, and the resulting percentage efficiency of the design.
- Provide a written explanation of any major deviations from the area allocations.

(k) SD Response to City Comments

Provide a written response to all City comments.

(l) SD Engineering Research and Reports

The PMAR shall, under this Task, complete any required studies, and prepare and submit necessary regulatory permit and agency approval applications to support preparation of plans for the police station.

- **Floodplain Evaluation Report:** The PMAR shall prepare a floodplain evaluation report, by reviewing the most recent Federal Insurance Rate Maps of each site, and identifying the limits of the base (100-year) floodplain and regulatory floodway as applicable. A flood risk assessment shall be conducted and included in the floodplain evaluation. The PMAR shall submit a copy of the report to the City for review.
- **Geotechnical Report:** PMAR shall conduct and/or provide for all geotechnical, geologic, and seismic investigations, which shall include subsurface field investigations and laboratory testing of selected soil samples. A qualified geotechnical engineer shall prepare a Geotechnical Design Report and a Materials Report. Five (5) copies of each report shall be submitted to the City, wet signed and stamped. Any pavement structural sections (i.e., driveways, parking lots, etc.) shall be determined and recommendations shall be included in the report. The qualified geotechnical engineer shall also include recommendations for

construction of foundations or other support structures and for rough & finish grading operations during construction. Recommendations included in the reports and approved by the City shall be incorporated into the grading plans or other plans as applicable.

- **Hydrology/Hydraulic Report:** PMAR shall conduct, perform, and/or provide a hydrology analysis to ensure that all storm flows are directed properly and provide hydrologic design recommendations necessary for design of the police station.

A Hydrology/Hydraulic Report shall be prepared that clearly shows the drainage areas and the required runoff computations. The PMAR shall provide appropriate drainage calculations and engineering design to prevent drainage problems arising due to runoff. The PMAR shall prepare the Hydrology/Hydraulic Report to include both off-site and on-site hydrologic calculations. Off-site calculations shall conform to all applicable regulatory agency standards and City Standards. The PMAR shall prepare the Hydrology/Hydraulic Report to include the on-site hydraulic computations based on Orange County Flood Control Standards.

The PMAR shall document this work and all recommendations for the project within the Hydrology/Hydraulic Report. Recommendations included in the Report and approved by the City shall be incorporated into the grading plans. The PMAR shall submit five (5) copies each of the Hydrology/Hydraulic Report.

- **Utility Research:** Under this task, PMAR shall perform all required utility and regulatory agency research and coordination as required. PMAR shall contact all utilities by written correspondence to determine existing utility line locations within each project area. PMAR shall provide the City with copies of all correspondence to and from regulatory and utility agencies. PMAR to provide research (including sub-surface potholing if necessary) as required to complete any removal, relocation, or adjustment to any existing utility facilities where conflicts are anticipated. All existing utility facilities shall be shown on the plans. The PMAR shall document this work, and any regulatory or utility issues that need to be addressed, and submit to the City in a Technical Memorandum.

The PMAR shall prepare Utility Plan Sheets depicting all known existing utility facilities from record research and field verification. Potential impacts associated with proposed police station construction shall be delineated on the Utility Plan Sheets. The PMAR shall coordinate all design work with utilities regarding project-related modifications of their facilities. The PMAR shall determine special requirements for facilities including protection, relocation, right of way, easements, and construction.

(m) Environmental Document

The PMAR shall, working with the City's Planning Department, perform all work required to secure an approved environmental document and any resource agency permitting required. Since the project site is over one (1) acre in size, a Notice of Intent (NOI), Storm Water Pollution Prevention Plan (SWPPP), and Waste Discharger Identification (WDID) anticipated to be required from the State Regional Water Quality Control Board. Coordination and permits will also need to be obtained from the South Coast Air Quality Management District (SCAQMD). The PMAR shall be responsible to prepare all supporting documentation and permit applications for the environmental document and permitting.

The basic scope of work in securing the approved environmental document is:

- Determine if the activity is a "project" subject to CEQA.
- Perform an Initial Study to identify the environmental impacts of the project and determine whether the identified impacts are "significant".
- Determine if the project is exempt from CEQA.
- Based on the findings of the Initial Study, the PMAR shall prepare one of the following environmental documents:
 - (a) Prepare an Environmental Impact Report (EIR) if there is substantial evidence that significant impacts may occur.
 - (b) Prepare a Negative Declaration (Neg Dec) if there is no evidence that the proposed project would have significant effect on the environment.
 - (c) Prepare a Mitigated Negative Declaration (MND) if there is evidence that significant effects might occur but the project proponent can modify the project to eliminate the effects, or reduce them to a level of insignificance

The PMAR shall perform all work required, in accordance with CEQA, to secure CEQA approval, such as preparing the Mitigation Measures, Notice of Intent to Adopt, coordinating the public review process, circulation of MND, securing approval and adoption of the MND from the lead agency (i.e., the City) managing the Mitigation Reporting and Monitoring Program, securing the Notice of Determination, etc.

Task 1-D Design Development (DD)

The PMAR will oversee the production of DD documents including such items appropriate to the Design Development level. This oversight will encompass at least preparation of Design Development drawings, and development of outline specifications and related documentation, including site plans, floor plans, elevations, sections, and all other drawings necessary to describe the project at the DD level and including kind and quality of materials, type of structure, mechanical, electrical, sanitary systems, conceptual interior design and other fundamental information.

The following items constitute the minimum Design Development (DD) Phase submittal requirements. The PMAR shall make a submittal at 50% and 100% of DD Phase. At 50% provide two (2) sets of progress prints and an updated 50% preliminary design cost estimate to substantiate preliminary design work in progress. The basis of design report updates shall be submitted as a part of the 100% submittal.

The following items describe the DD submittal requirements for a 100% submittal.

(a) DD Project Schedule

- The PMAR shall update the project schedule and review assumptions with the City.

(b) DD Architectural Requirements

Site, Civil, and Landscape Drawings (Scale: Minimum 1 inch = 40 feet):

- Depict the overall dimensions of proposed new building(s). Indicate all references to a benchmark and a baseline. Indicate the distances from each proposed new building to (1) existing buildings, (2) property lines and setbacks, and (3) roadways.
- Depict existing structures within a radius of at least 300 feet of the project. Identify all structures and streets by name.
- Depict new exterior elements and all existing exterior elements that will remain in place after an alteration or addition. Show streets, service drives, easements, loading docks, parking areas, paved areas, walks, stairs, ramps, retaining walls, fences, fire hydrants, and equipment.
- Depict the elevations of building entrances and major exterior elements.
- Provide a site plan indicating existing and proposed contours at one-foot (1') intervals. Indicate the method of general site drainage. Provide a written narrative on design grading and retention systems proposed. Discuss possible alternative solutions.
- Provide sections through the site as needed to explain changes in levels within the proposed building as related to the site.
- Depict the placement of ramps and other provisions for disabled access to the site and building. Identify the parking area and drop-off location nearest the building. Show the path of travel and indicate travel distances to all building entrances.
- Provide a site utilities plan that depicts existing utilities, including underground lines, located within the project site and proposed new utility services. Indicate the points of connection between new work and the existing utility systems.
- Provide a site demolition plan indicating existing structures and utilities that are to be removed either by the construction Contractor or by others.
- Provide landscape design drawings.

Floor Plans (Scale: Minimum 1/8 inch = 1 foot):

- Indicate the locations, room names, sizes (in assignable square feet), and space numbers for all programmed spaces and required gross areas including entrances, lobbies, corridors (with widths), stairs, living areas, common areas, toilet rooms, janitors' closets, and mechanical/electrical equipment rooms
- Indicate the locations of all doors (showing door swings) and windows.
- Indicate the overall dimensions of the major elements of each building.
- Indicate the locations and fire ratings of fire separations, exit enclosures, fire doors, and similar elements.
- Indicate the provisions for making facilities accessible to and usable by the disabled. Indicate accessible toilets and drinking fountains.
- Indicate the location of plumbing fixtures such as lavatories, floor drains, water closets, urinals, service sinks, drinking fountains, eyewash fountains, deluge showers, and fire-hose cabinets.
- Indicate principal built-in features such as kitchen equipment, display cases, counters, shelves, lockers, benches, casework, fume hoods, and similar items.

- Provide a Fitment Plan depicting the locations of movable furniture including "interior landscape" partitions and equipment. Differentiate between movable furniture and equipment and built-in furniture and equipment. Clearly identify items not in contract (NIC).
- Provide a demolition plan whenever a project requires the demolition of any building or portions thereof.
- Provide a roof plan showing associated equipment, slopes, ridges, drains, and other items.

Elevations and Sections (Scale: Minimum 1/8 inch = 1 foot):

- Depict in building elevations, all building elements including penthouses, entrances, windows, doors, stairs, platforms, louvers, vents, exhaust stacks, retaining walls, and similar items. Indicate proposed finished grades.
- Indicate the overall building and floor-to-floor heights.
- Include longitudinal and transverse sections for each major area, indicating floor elevations, existing and proposed exterior grades, ceiling heights, pipe tunnels, unexcavated areas, basement areas, rooflines, and parapets. Where appropriate, show connections to adjoining buildings.
- Cross-reference sections and elevations to floor plans.
- Indicate in the sections, provisions for HVAC distribution and hood venting.

Interior Details: (Scale: Minimum 1/4 inch = 1 foot):

Provide detail plans, sections, and elevations for the following types of space:

- Classrooms/Conference Rooms
- Kitchens and related service areas
- Toilet and locker rooms
- Other areas of special design

Schedules:

- Provide a door schedule indicating each door's type, size, material, hardware group and pertinent comments.
- Provide a preliminary interior finish schedule indicating the material, texture, and color of each finish material proposed for use in the project.

Materials Boards:

The PMAR shall provide samples of all finish materials listed in the materials/color schedule. These samples shall be accurate with respect to the actual finishes, textures, and colors being proposed. Materials samples shall be mounted and displayed on presentation boards for review and approval by the City. Proprietary materials proposed must allow for equal products to be substituted.

Code Analysis Report & Plans:

Provide an update of the Code Analysis Report & Plans previously developed. The update shall document and illustrate the code implications of design development changes, and requirements arising from outside agency reviews (e.g. Building & Safety, Fire Marshal interpretation, etc.).

(c) DD Structural Requirements

The PMAR shall provide a structural plan for each level of the structure at the same scale as that used for the architectural plans. Indicate via a dimensioned grid reference system, columns, load-bearing walls, shear walls, footings, and related items.

(d) DD Plumbing Requirements

Site Utilities Plan (Scale: Minimum 1 inch = 40 feet):

- Indicate the routing of proposed new utilities from each new building to each point of connection to the utility system. Indicate all utility lines that are to be abandoned, removed, or rerouted.
- Show all existing utilities within the project site based on both the information provided by each utility and on PMAR's field investigation.

Floor Plans (Scale: Minimum 1/8 inch = 1 foot):

- Indicate all piping on the floor-level plan in which it will be installed.
- Indicate the locations of main waste lines and stacks and vents as well as all service mains, including those for water, air, gas, and vacuum.
- Indicate all pieces of equipment -- including pumps, tanks, generators, pressure-reducing valves, and so on -- showing their locations and required piping connections.

(e) DD HVAC Requirements

Floor Plans (Scale: Minimum 1/8 inch = 1 foot):

- Indicate the location of each piece of equipment including air-handling units, chillers, cooling towers, pumps, converters, expansion tanks, boilers, fans, fan coil units, and other equipment.
- Indicate all mains for each duct system.
- Indicate the typical supply and return air zones for each type of occupancy. Occupancy types include offices, computer rooms, conference rooms, and special application rooms. A typical air zone shall include the terminal unit with associated branch ducts and air outlets and inlets.
- Indicate the typical exhaust air duct for each type of application. Application types include: hoods, toilet rooms, janitors' closets, transformers, mechanical/electrical equipment rooms, and other rooms as required for a satisfactory indoor environment. A typical duct shall include an air inlet and a source destination for exhaust air.

Enlarged Mechanical Plans (Scale: Minimum 1/4 inch = 1 foot):

- The PMAR shall provide a layout of all equipment rooms to ensure that the proposed equipment will fit in the allotted space.

(f) DD Electrical & Telecom Requirements

The power, signal, data, and telecommunications layouts shall be shown on one set of drawings, and the lighting layouts shall be shown on a different set of drawings. Use standard symbol conventions.

Floor Plans (Scale: Minimum 1/8 inch = 1 foot):

- Provide a single-line electrical distribution diagram showing primary service to substations and secondary service to distribution switchboards, motor control centers, and panel boards for power and lighting. This diagram shall include and show the permanent as well as temporary points of connection to external utilities such as high-voltage, telephone, and all signal systems.
- Indicate each load center unit substation, motor control center, distribution switchboard, telecommunications equipment room, and closet. Indicate the types and locations of lighting fixtures in typical offices, common areas, living areas, corridors, and similar spaces, and use a schedule for detail.
- Indicate major components of telecommunications system
- Building Distribution Facility (BDF)
- Intermediate Distribution Facility (IDF)
- Point of connection to off-site utility. Indicate conduit number and size. Indicate size and locations of vaults
- Coordinate information with site utilities plan
- Narrative on proposed system design, media type, conduit routing and access

Enlarged Equipment Room Plans (Scale: Minimum 1/4 inch = 1 foot):

- Provide a layout of all equipment rooms to ensure that the proposed equipment will fit in the allotted space.

(g) DD Outline Specifications

The design development phase outline specifications shall provide a more detailed description of all building components and systems as compared with the schematic design documents submittal.

Prior to developing the specifications for this phase, the PMAR shall schedule a meeting with the City to review specifications guidelines. At this meeting, the City will provide guidelines for preparing specifications. The design development outline specifications shall include the following:

- An index showing divisions and sections intended to be used. The format shall be that recommended by the Construction Specifications Institute (CSI), narrow scope type.

- A general description of the construction, including the structural system; wall, ceiling, roofing, and waterproofing systems; exterior and interior finishes; and doors, windows, and case work. These descriptions shall include applicable code references.
- A general description of the plumbing and HVAC systems including controls, ducts, filtration, and piping. These descriptions shall include applicable code references.
- A general description of electrical services including the voltage and the number of feeders. The specifications shall provide a specific description of items to be served by emergency power and shall describe design considerations for special areas. This description shall include applicable code references.
- A general description of fire safety, mechanical, and electrical systems and devices required by the Fire Marshal for the intended occupancy of the building.
- A description of special systems including control systems, energy management systems, and special exhaust systems.

(h) DD Estimated Project Construction Costs

- Provide an updated estimate of the total construction cost of the project.
- Provide a written narrative explaining in detail any deviation from the approved estimated construction cost.
- Bring any unusual cost item to the attention of the City.

(i) DD Interdisciplinary Coordination Review

Provide an update to the Interdisciplinary Coordination Check (IDC) for the design development phase documents.

(j) DD Soils and Materials Testing

The PMAR shall make initial recommendations for construction phase testing and special inspections such as soils and materials testing, welding inspections, dewatering requirements, or any other specialized testing.

(k) DD Basis of Design Reports

Submit updated Basis of Design Reports for all systems as a part of the 100% design development submittal. The updates should clearly indicate any changes proposed to the systems, and any revisions to performance characteristics that have been discovered through the design process.

(l) DD Response to City Comments

Provide a written response to all City comments.

Task 1-E Guaranteed Maximum Price (GMP) Submittal

(a) Submittal of the Guaranteed Maximum Price

At the conclusion of the DD phase, the PMAR shall prepare and deliver to the City a bonded Guaranteed Maximum Price (GMP). The GMP shall be submitted within forty five (45) calendar days after completion and City approval of the DD phase, or sooner if possible. The PMAR must be able and willing to deliver the project for this GMP and "At Risk".

The PMAR will develop and provide to the City a bonded GMP which will include all construction costs, and all other projected costs including **"without limitation"** all PMAR fees (fixed fee), Architecture and Engineering fees, reimbursable cost items, FF&E allowance, Construction engineering fees (i.e., materials testing, specialty inspection, etc.), construction surveying, the PMAR-GMP contingency, City Contingency, general conditions, bonds and insurance, and any other applicable costs. Construction costs shall be broken out by each anticipated trade.

The PMAR shall recognize that the City will have a limit on the project construction costs. The City's Project Construction Cost limit will be determined and provided to the PMAR. This cost is inclusive of actual hard construction costs, PMAR Fee, Architecture and Engineering fees, reimbursable cost items, FF&E allowance, Construction engineering fees, construction surveying, PMAR-GMP contingency, City Contingency, a General Conditions allowance, bonds and insurance, and any other applicable costs. This amount is referred to herein as the Project Construction Budget, and is the budgetary allocation for all costs included in the final GMP.

Upon completion of all Construction Phase work any and all non-expended funds remaining in the GMP will be retained by the City.

The PMAR Construction Fee shall be all inclusive for providing all required services as hereinafter set forth for the Construction Phase, and all subsequent Phases established by the contract between the City and the PMAR. The PMAR Fee shall be an all inclusive lump sum, not-to-exceed, fixed fee, which will include all PMAR home office costs, including all home office and local office support staff, as well as all PMAR overhead costs and profit. This Fee shall also include all quality control and safety reviews, as well as all required services of any home office Project Executives, by whatever name called.

The PMAR's detailed construction cost estimates and total GMP will be reviewed by the City for reasonableness and compatibility with the Project Construction Budget. Meetings and negotiations between the City and the PMAR will be held to resolve questions and differences that may occur between the Project Construction Budget and the PMAR's construction cost estimate and corresponding GMP. If Project Construction Budget limitations or other circumstances arise, the PMAR shall work with the City and Architect to reach a mutually acceptable GMP.

No additional PMAR Fee shall be assessed for City requested Change Orders to the work of the Project until such change orders aggregate to a sum in excess of five percent (5.0%) of the total actual "construction" costs as originally bid within the Project GMP.

(b) General Conditions

An allowance for the General Conditions on a "not-to-exceed" basis will be submitted by the PMAR within its GMP for the City's approval. The PMAR will be reimbursed for actual General Conditions costs only as they are incurred, with no mark-up by the PMAR. Expenditures in excess of the total General Conditions allowance are deemed to be included in the PMAR's Construction Fee. At the end of the project, any unused balance from this allowance will be retained by the City.

Costs for on-site field staff will be paid on a reimbursable basis through the "General Conditions" allowance. Field personnel costs shall be billed at direct personnel expenses [raw employee costs (direct salary) plus all customary payroll benefits including but not limited to FICA, 401k, vacation leave, sick leave, holidays, jury duty leave and bereavement leave] with no employee overhead mark-up. The on-site field staff is limited to the following positions: full time staff which includes the Project Engineer(s), Superintendent actually furnishing services to the Project, Field Secretary/Clerk, and occasional laborers (on an as needed basis); and the position of an Assistant Superintendent, which may be a full or part time position, as provided in the PMAR's approved GMP. All other PMAR positions, whether field staff or home office staff, will be deemed to be included in the PMAR Construction Phase Fee.

Additional General Conditions costs alleged to arise from any approved change orders to the work of the Project will be reviewed on an individual change order basis. The City's designated representative shall determine whether the requested General Conditions increases are caused by a City-requested change order. Absent extraordinary circumstances, the PMAR should not expect that any change order other than those requested by the City will allow for an increase in General Conditions costs.

(c) Contingencies

Owner's Contingency - An Owner's Construction Contingency shall be established and included as a line item in the GMP. Expenditures against this contingency will be available to cover all costs resulting from changes in scope not specifically covered in the PMAR Contingency and initiated by the City's Designated Representative with the City's written approval via a Change Order issued by the City.

PMAR's Contingency - the GMP shall have a PMAR Construction Contingency in an amount approved by the City and included as a line item in the GMP to help reduce the risks assumed by the PMAR in providing the GMP for the Project. The City and the PMAR acknowledge that the contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including (1) scope gaps between trade contractors, (2) contract default by trade contractors, (3) unforeseen field conditions, (4) costs of corrective work not provided for elsewhere, and (5) design omissions which a prudent PMAR could not have reasonably detected during the discharge of the PMAR's pre-construction duties.

The PMAR's contingency shall not allocated to any particular item of the cost of the Work, but is established for the PMAR's use as may be required for increases in costs noted above. It is understood that the amount of the PMAR contingency is the maximum sum available to the PMAR to cover costs incurred as a result of such unanticipated causes or details, and that cost overruns in excess of the amount of the PMAR contingency shall be borne by the PMAR.

The PMAR contingency may be applied to any item within the cost of the Work without constituting a change in the Work and without resulting in any change in the total GMP. The PMAR shall process a zero dollar Change Order that documents the PMAR's intent to apply any part of the PMAR contingency to any item within the cost of the Work prior to any such application. The PMAR shall fully document the changes on its copy of the Construction Documents.

The amount of the PMAR contingency will be reviewed by the City as part of its review of the GMP. No set amount or percentage for the PMAR contingency will be agreed prior to the submittal of the GMP. The City retains the right to specifically request revisions to the amount of the PMAR contingency prior to the City's acceptance and approval of the GMP.

(d) GMP Exceeds Project Budget

In the event that the GMP exceeds the project construction budget, the City reserves the right to direct the PMAR to work in conjunction with the Architect/Engineers to redesign the facility as necessary to maintain the Project and meet the construction budget as follows:

- After consultation with the City, the PMAR shall coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the required reduction in cost
- The PMAR shall develop and provide the City a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost
- The PMAR shall analyze the Architect's/Engineer's originally submitted and as altered and redrafted Construction Documents and make recommendations to the City as to ways and methods to reduce the costs of constructing the Project to a sum that does not exceed the Project Construction Budget.

Notwithstanding anything in the RFP to the contrary, the PMAR shall perform this work without additional compensation.

(e) Rejection of the GMP

The City, may or may not, at its option, contract with the PMAR for actual construction and delivery of Phase 2 of the Police Station for the submitted GMP amount. The City has the right to reject any GMP as originally submitted, or as adjusted. The City, at its sole discretion, may decline to accept the GMP and thereupon without penalty, the PMAR's Contract with the City shall terminate according to its terms at the end of the Pre-construction Phase (Phase 1) of the work under contract and the PMAR's work will be complete.

In any event, such termination shall likewise terminate all further services and obligations of the PMAR. The PMAR shall accept the amount negotiated for Pre-construction Services as full and complete reimbursement for all costs and services performed by the PMAR for Pre-construction Services under contract, and shall not be entitled to any further amount. Thereafter, the City shall have the right to continue its activities to place the Project under construction with no obligation or restriction regarding the PMAR and with full ownership and use of any data and information developed during the Pre-construction activities.

All data, information, material, and matter of any nature and all copies thereof in any and all forms whatsoever developed by the PMAR or in the PMAR's possession or control relating to the Project are the property of the City and shall be turned over to the City with ten (10) working days after the City's request.

PHASE 2 -CONSTRUCTION

Upon City acceptance of the submitted GMP, award of a GMP Contract by the City Council, full execution of the GMP Contract, submittal of all bonds, insurance, and other required documents by the PMAR, and provision of a Notice to Proceed from the City, the PMAR shall proceed with the Construction Phase (Phase 2) of the Project.

Construction Phase (Phase 2) work by the PMAR shall consist of providing all services required to effect the complete design and construction of the Project and to maintain the established GMP of the Project. During the Construction Phase, the PMAR will provide all services to manage and effect the construction of the project including the award and management of all trade contracts, including without limitation: change order review; quality control; specialty inspections; schedule maintenance; cost control measures; all meetings; shop drawing review; processing, tracking and monitoring of Requests For Information and substitution requests; resolution of claims by all Trade Contractors; all inspections including the coordination of final inspections and close-out documents with the City and Project Architect. Such services shall include, but shall not be limited to the following:

- Provide reproduction of Construction Documents during the construction phases.
- Provide surveyor's services (site survey, layout, etc.), as required.
- Acquire all required permits.
- Provide or cause to be provided 100% Performance and Payment Bonds.
- Provide or cause to be provided liability insurance
- Provide or cause to be provided worker's compensation insurance
- Provide builder's risk insurance policy in the amount of the GMP
- Provide field office trailer that shall include a conference room for about twenty (20) people.
- Prevailing and City of Irvine Living Wage compliance and monitoring.
- Prepare all LEED required documentation and submittals for silver (minimum) green building certification.
- Shall provide or cause to be provided unconditional guarantees for materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the City. Including training on equipment to City maintenance staff and operations and maintenance manuals.
- Periodic inspections of the project by the Architect at intervals appropriate to the stage of construction. Architect will inspect the progress, the quality, and the quantity of the work.
- Liaison and necessary inspection of the work by the Architect to ensure compliance with plans and specifications. Architect is the agent of the City only for the purpose of constructing this work.
- Pre-qualification of Trade Contractors.
- Creation, distribution, and maintenance of a CPM Schedule (to be approved by the City).
- Required construction surveys.
- Submit an equipment staging plan to address the use of private property for the staging, unloading, loading, storing of equipment and require contractor to obtain a written agreement from private property owner(s) prior to the start of construction. The Agreement shall hold the City harmless from any and all types of claims or damages.
- Schedule, conduct, and preside over weekly job site project meetings to discuss construction-related matters and to effect coordination, cooperation, and assistance in every practical way toward maintaining progress of the project on schedule and to complete the project within the

specified contract time. The PMAR shall take and distribute complete minutes of meetings to all attendees and others as directed by the City within three (3) days of such meetings.

- Examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision over the work.
- Materials testing to validate or prove compliance with contract documents.
- Specialty inspection services.
- Provide safe access to the work at all times for inspection of the work.
- Responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the City and by laws or ordinances governing such conditions.
- Give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under the GMP Contract.
- Require the principal trade and specialty contractors to, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.
- Maintain at the job office, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings and submitted to the architect upon project completion and no later than 30 days after acceptance of the project for production of "record drawings" (as-builts).
- Prepare a schedule for anticipated submission of all shop drawings, product data, samples, and similar submittals shall be provided to the Architect. This schedule shall indicate the items, relevant specification sections, other related submittal data, and the date when these items are expected to be furnished to the Architect for review and approval.
- Furnish free of charge to the Trade Contractors copies of plans and specifications.
- Advise and assist the City and Architect during any continuing design activities, including any Requests for Information (RFI's) or Request for Questions (RFQ's).
- Work closely with the City as to the procedures and schedule for Contract Close-Out and the contractual obligations therein.
- Responsible for compliance with all Contract Close Out items per the Contract Documents and shall obtain data from Trade Contractors and maintain a current set of record drawings, specifications and operating manuals.
- Maintain a detailed daily diary of all events, which occur at the jobsite or elsewhere, and which affect, or may be expected to affect, project progress. The diary shall record weather data, describe the construction activities of the day along with manpower and equipment usage, all visitors, and a detailed list of all material deliveries to the site. The diary shall be available to the City at all times and shall be turned over to the City upon completion of the contract.

- Keep accurate and detailed written records of project progress during all stages of construction. Submit reports to the City on the status of construction, including updated copies of all logs maintained at the site.
- Devise, implement and maintain at the Project site, on a current basis, a structured document control system which includes and tracks records of all necessary contracts, RFI's, change orders, submittals, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and any other documents and revisions thereto which arise out of the Contract or the work. These documents shall be readily available to the City any time during the performance of this contract.
- Develop and implement a system for review, acceptance or rejection, and processing of all shop drawings / submittals, including the projected lead time on the CPM schedule.
- Responsible for tracking and monitoring all shop drawings / submittals throughout the Construction Phase until all shop drawings / submittals have been approved by the Architect and the City. The PMAR shall include shop drawings as an agenda item on all Project meetings and advise the City of any delays in the shop drawing / submittal process.
- Develop and implement a system for review, negotiation, and processing of proposed Change Orders, including dispute resolution. PMAR shall, with complete supporting data, recommend necessary desirable changes to the Architect for review, as applicable, and to the City for approval.
- Responsible for tracking and monitoring all substitution requests throughout the Construction Phase until all substitution requests are processed by the Architect. The PMAR shall be responsible to see that all substitution requests are submitted in a timely manner per the specifications.
- Responsible for logging and reviewing all RFIs prior to submission to the City and the Architect. The PMAR is to ensure that the RFIs submitted are appropriate and not frivolous. The PMAR shall be responsible for tracking and monitoring all RFIs throughout the Construction Phase in a timely manner until they are processed by the Architect and/or City. The PMAR shall include RFIs as an agenda topic at project meetings, if applicable, and advise the City immediately of any delays in their process. All responses to the RFIs that have an added cost impact shall be discussed with the City.
- Develop and implement a project safety program in accordance with applicable regulations and shall report, to the City, any safety violations and actions taken to protect the safety of persons and property engaged in the work.
- Perform quality control inspections on the work of the Trade Contractors to guard the City against defects and deficiencies in the work and shall coordinate this activity with the on-site duties of the Architect. PMAR shall advise the Architect of any apparent variation and deviation from the intent of the Contract Documents and shall take the necessary action to correct such variations and deviations from the intent of the Contract Documents.
- Shall check and supervise all material deliveries, equipment and labor entering the work site and shall maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and material, or other basis requiring accounting records, and afford the City access to these records and preserve them for a period of three (3) years after final payment.
- Develop and maintain an effective system of Project cost control. PMAR shall refine and update the approved GMP, incorporate City approved changes as they occur, and develop

reports and forecasts as needed, or as directed by the City. PMAR shall identify variances between actual and estimated costs and advise City whenever projected cost exceeds allowances or estimates.

- Shall accept delivery and arrange for storage, protection and security for any City purchased materials, systems and equipment that are a part of the work until such items are turned over to the respective Trade Contractors.
- Provide for all coordination with the on-site sub-contractors for the necessary on-site services and for the construction activities and on-site requirements of the PMAR, City, and Architect.
- Maintain a competent and adequate full-time staff approved by the City at the Project site to coordinate and provide adequate direction of the work, and to monitor progress of the Sub-Contractors on the Project at all times.
- Manage the work of the Trade Contractors and coordinate the work with the activities and responsibilities of the City and Architect to complete the Project in accordance with the City's objectives of cost, time, and quality.
- Conduct Pre-Bid meetings and Award meetings for all Trade Contracts. The PMAR shall notify the City and Architect of each such meeting.
- Prepare trade contract bid packages for Principal Trade Contracts and for Specialty Trade Contracts. One or more Principal Trade Contract packages shall be prepared for each of the General Construction, Electrical, Mechanical, fire protection, and Plumbing divisions of the work of the Project. The PMAR may prepare Principal Trade Contract packages for other divisions or subdivisions of the work at his discretion. Each Principal Trade Contractor may be required by the PMAR to provide such bonds and insurance as the PMAR may require in the contract package.
- Prepare bid packages and manage the advertisement and public bid opening process for the various items of work in accordance with the Public Contract Code and City requirements. The PMAR shall tabulate the bids received on each package and determine the apparent low bidder for each package. Upon this determination, the PMAR shall have the right to review all bid documentation from the apparent low bid contractor to verify the scope of the bid. If the PMAR's review shows that the low bid contractor fully accounted for all costs associated with the scope of the work on which he was bidding, then the contract shall be awarded to the low bid contractor, after concurrence from the City's designated representative. If, however, the PMAR's review shows that the low bid contractor failed to account for all costs associated with the scope of the work on which he was bidding, then the bid may be disqualified at the discretion of the PMAR. The PMAR shall have the right as outlined above to verify the scope of each low bid in the same manner until he determines the lowest verified bid.
- Require the various Trade Contractors to provide the applicable contract documents including insurance certificates, as applicable.
- Upon completion of the award process for subcontracts publicly bid to the PMAR, the PMAR will summarize the values of all of the subcontracts and compare this total with the budgeted amount within the GMP cost summary. Should the value of the awarded subcontracts be less than the GMP trade contract budget, a Buy-out Reserve fund will be established. The PMAR shall be authorized to use or allocate Buy-out Reserves only upon mutual agreement that the purpose is appropriate to the project and to the contract, and only with the prior written approval of the City via a properly executed Change Order.

- Manage the completion of the design via the Construction Documents Phase including submittal and approval of plans and specifications by the City's Building & Safety Department, Public Works Department, Planning Department, OCFA, and any other applicable City departments.
- Provide a resource loaded critical path method (CPM) schedule utilizing accepted standard computer based software. The scheduling software shall allow for integration of all aspects of the project and provide for coordination of all work to be performed. After acceptance, award, and execution of the GMP Contract for the Construction Phase of the Project and within fifteen (15) days of written Construction Notice To Proceed (NTP), the PMAR shall submit a preliminary CPM schedule for inclusion in the trade contract bid packages consistent with the time frames submitted during the design phase.
- Within thirty (30) days of issuance of the Construction Phase NTP, the final CPM schedule shall be submitted to the City for review and approval. The CPM schedule shall show job identification, job duration, calendar dates for start and finish of each job, and jobs critical to the completion of the project. When approved by the City, the CPM schedule shall become the working plan for the project and such information shall be provided to the Project Team and all Trade Contractors.
- Provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and desired completion dates, review schedule for work not started or incomplete and take the action necessary to meet the required completion date.
- It is the PMAR's responsibility to meet the required construction completion dates. If the CM finds that action must be taken in order to meet this contractual responsibility, all costs associated with such action are the PMAR's responsibility within the GMP unless a delay is attributable to the City.

Task2-A Construction Documents (CD)

The following items constitute the minimum Construction Document (CD) phase submittal requirements. The CD phase submittal shall include all elements previously shown on the design development documents but with greater detail and specificity. 60%, 95%, and corrected 100% CD Phase submittals are required.

(a) CD Program and Budget

As a part of each submittal the PMAR shall evaluate the project requirements and request direction/clarification from the City as necessary. The PMAR shall inform the City of any imbalance between the, approved construction budget and the project requirements. The PMAR shall be prepared to present program or design adjustment alternatives for City consideration when adjustments are needed to bring the project scope, project schedule and construction budget into alignment.

(b) CD 60% Progress Submittal Requirements

The 60% construction document submittal shall include two (2) sets of the following:

- A progress set of all working drawings from all disciplines
- An updated cost estimate reflecting current work to date

Full specifications need not be submitted as a part of the 60% CD submittal, since normally these documents are prepared late in the development of the working drawings. Submittal documents shall include:

Civil Drawings:

- Existing civil survey
- Site plan
- Grading and drainage plan
- Site profile sections
- Details
- Site utilities plan
- Site demolition plan

Architectural Drawings:

- Title sheet - Indicate index, general notes, legends, and a small-scale site and project location map. Plan notes shall not include General Condition items. Notes must coordinate with and conform internally within the document set.
- Site plan
- Floor plans indicating fixed (built-in) equipment
- Roof plan
- Reflected ceiling plans showing all penetrations
- Demolition plan (when appropriate)
- Elevations and sections
- Details
- Schedules
 - a. Door and window schedules
 - b. Interior finish schedule
 - c. Other schedules as appropriate
- Updated materials board

Structural Drawings:

- Plans - Indicate the location, type of member, size, and material of each structural element for foundations, floors, roofs, and any intermediate levels
- Schedules (beam, column, slab, etc.)
- Details of connections, special assemblies, expansion joints, etc.

- Details of the structural framing systems required to support nonstructural elements and fixed equipment

Plumbing Drawings:

- Locations, sizes, and elevations of the site sewer, building sewer, drains, street water main, and water service into the building
- Locations and sizes of the waste, and waste vent stacks with connections to drains, fixtures, and equipment
- Locations and sizes of hot, cold, and circulation water mains, branches, and risers from the service entrance and tanks
- Riser diagrams for each system showing plumbing stacks with vents, water risers, and fixture connections for multistory buildings; materials, gauges, and sizes for all elements
- Fire-extinguishing equipment such as sprinklers and wet/dry standpipes
- Plumbing fixtures and equipment that requires water and drainage connections including pumps and storage tanks
- Locations and sizes of natural gas vacuums and gas systems
- Equipment piping connections including those for pumps, tanks, and generators
- Sections that show structural, HVAC, and piping systems through congested areas

HVAC Drawings:

- Schedule and legend starting on sheet M-I or its equivalent and continuing on the following sheets
- Sequence of operations diagram
- Detailed floor plans and sections as needed to clearly indicate the work required for all mechanical equipment rooms
- Air and piping systems, including all branches, on each floor plan
- Air balance schedule indicating the CFM (cubic feet per minute) of outside air, supply air, return air, and exhaust air for each air system; elevations of built-up fan units to ensure required air flows and access to the component parts of the units
- Flow diagram for each of the following types of water systems:
 - a. Chilled water
 - b. Condenser water
 - c. Hot water
 - d. Others as needed to clearly define the scope of work
- Air riser diagram for each type of system
- Mechanical drawings that show the complete HVAC systems including the following items:
 - a. Heating and steam mains, including branches, with pipe sizes

- b. Air-conditioning systems including refrigerators, water and refrigerant piping, and duct work
- c. Exhaust and supply ventilating systems showing duct sizes for steam or water connections and piping

Electrical and Telecommunications Drawings:

- Electrical service to the building
- Transformers and their connections, whether in the buildings or on the Project sites
- Main switchboard, power panels, light panels, and associated equipment
- Feeder and conduit sizes
- Light fixtures, receptacles, switches, and power outlets
- Telecommunications system design including point and nature of connection to existing service, BDF's, IDF's, conduit routing, outlets, cabling/wiring, terminal cabinets, and backboards, show coordination with supporting mechanical services and with site utilities plans.
- Complete fire alarm system including its connection to the Facility's system
- Emergency electrical power system including generator transfer switches, fuel tanks, and all auxiliaries
- Electrical service entrance and its service switches, the service feeds to the public service feeders, and the characteristics of the light and power currents

Landscape Drawings:

- Finished grading plan
- Irrigation plan
- Irrigation details
- Planting plan
- Planting details
- Hardscape (paving) plan
- Hardscape details (walls, walks, planters, and so on)

Specifications:

The PMAR shall develop a draft Division I project special conditions for review. The special conditions include provisions tailored to meet the City of Irvine's needs, e.g., issuing keys, traffic and parking control, etc. These complement, but do not supersede the Contract General Conditions. They should be customized to the Police Station and be project specific.

Cost Estimate:

The PMAR shall provide an updated estimate as part of the 60% completed Construction Documents Phase submittal. The PMAR shall use the same estimation method and building component format as used in the Design Development Phase.

Code Analysis Report & Plans:

Provide an update of the code analysis report & plans. The update shall document and illustrate the code implications of all design development and changes, and any requirements arising from outside agency reviews (e.g., Fire Marshal, etc.). Provide a narrative discussion on corrections made arising from reviews.

Interdisciplinary Coordination Review:

Provide an updated interdisciplinary coordination check

Responses to City Comments:

Provide a written response to all City comments.

(c) CD 95% Progress Submittal Requirements

All documents in the 60% submittal shall be further developed by PMAR in sufficient detail as to be deemed 100% complete and buildable. This submittal shall also provide full book specifications for the project. The 95% designation is solely to acknowledge that the plans have not been plan checked. The standard of completion shall be 100% complete. Prior to submitting the 95% construction documents, the Architect and their sub-consultants shall have thoroughly checked, coordinated, and revised all documents to bring them to 100% completed level. General Condition items shall not be included on drawings or schedules. Notes must coordinate with, and conform to the written contract documents. Products and materials specified on the drawings must be identical to the products and materials required in the written contract documents specifications.

In addition to the documents enumerated for the 60% completed submittal, the PMAR shall submit the following items for the 95% construction document submittal:

Architectural Drawings:

Detail the anchorage of all fixed equipment.

Structural Drawings:

Structural drawings shall be accompanied by computations, stress diagrams, and other pertinent data and shall be complete to the extent that the calculations for individual structural members can be readily interpreted. The computations shall be prefaced by a statement outlining the basis for the structural design and indicating the manner in which the proposed building will resist vertical loads and horizontal forces. The computations shall be sufficiently complete as to establish that the structure will resist the loads and forces prescribed by the California Essential Services Building Act and California Code of Regulations, Title 24, all applicable parts. Assumed safe bearing pressures on soils and the ultimate strengths of

concrete shall be provided in computations and noted on the drawings. Where unusual conditions occur, any additional data that are pertinent to the work shall be submitted.

Plumbing Drawings:

All plumbing drawings shall indicate the complete plumbing system in detail and shall include methods for fastening equipment to the structure to resist seismic forces.

HVAC Drawings:

All HVAC drawings shall indicate the complete heating, ventilating, and air-conditioning systems in detail and shall include methods for fastening equipment to the structure to resist seismic forces.

Electrical/Telecommunication Drawings:

Electrical drawings shall indicate all components of the electrical, data, and telecom system in place and connected to the sources of services. A sufficient level of detail shall be provided to illustrate connections, routings, and other items in complex areas. All wiring shall be finalized. Detailed methods for fastening equipment to the structure to resist seismic forces shall be indicated. Indicate the following:

- Feeder and conduit sizes
- Schedule of feeder breakers or switches
- Locations of light fixtures, receptacles, switches, power outlets
- All circuits
- Complete telecommunications system design to accommodate terminal resources to be provided separately by City. Show point and nature of connection to existing service. Show BDF's, IDF's, terminal racks/cabinets and/or backboards. Show conduit routing, cabling/wiring and outlets.

Materials Board:

A final updated materials board shall be submitted.

Basis of Design Reports:

Submit updated Basis of Design Reports for all systems. The update should clearly indicate any changes proposed to the systems, and any revisions to performance characteristics that have been discovered through the design process.

Contract Documents:

The final contract documents and specifications shall be unbound and shall include, but shall not be limited to, the documents listed below.

- Cover Page

- Certification Page (stamped by A/E)
- Table of Contents
- Project Description
- Notice Inviting Bids
- Project Directory
- Instructions to Bidders
- Supplementary Instructions to Bidders
- Bid Forms
- Bid Bonds
- Sample Contract
- General Conditions
- Special Conditions
- Index to Specifications
- Specifications, Division 1, General Requirements
- Specifications, Divisions 2 through 16
- List of Drawings (with dates)
- Exhibits
- Appendices

Specifications:

Prepare full book specifications in CSI format. The PMAR shall provide as a part of the full specifications individual appendix listings of the following:

- Named manufacturers
- Required submittals
- Required warranties exceeding 12 months
- Required spare parts
- Required tests and inspections
- Tests and inspections to be paid for by contractor

Each appendix shall be keyed to its respective CSI section.

Division 1 of these specifications shall be structured as follows:

CONTRACT GENERAL CONDITIONS - The Contract General Conditions shall include all the required provisions of the contract relating to bidding, award, performance of the work, changes, claims and damages, payment, and completion. They must be incorporated into every public works contract. Contract General Conditions prevail over all other sections of the

specifications except for specific modifications that may be stated in the Special Conditions or the Addenda.

SPECIAL CONDITIONS - The Special Conditions shall be refined based on earlier 60% comments. The PMAR shall coordinate revisions with the City.

Estimated Project Construction Cost:

- Provide updated estimates of the total construction cost of the project at 95% and 100%.
- The 95% and final 100% Estimated Project Construction Cost shall include materials quantities and unit prices. The estimates shall include itemized cost breakdowns of all work activities on the project; these breakdowns will be used to establish the format used by the contractor in applying for progress payments.
- The final 100% completed Estimated Project Construction Cost shall be revised and updated from the 95% cost estimate to reflect any changes in the design of the police station as well as all revisions made to the Construction Documents after the 95% submittal.
- The PMAR shall compare the 95% and final 100% Estimated Project Construction Cost with the construction budget. Any significant differences between the revised estimates and the construction budget shall be brought to the immediate attention of the City.
- Provide a written narrative explaining in detail any deviation from the approved estimated construction cost.

Calculation of Areas:

PMAR shall provide an area summary comparing the area allocations in the conceptual plans and 95% CD. The PMAR shall include, with the 95% completed submittal, calculations of gross square footage (GSF), assignable square footage (ASF) and shall make a direct comparison of these areas with the original conceptual plans.

Soils and Materials Testing:

The PMAR shall include, with the 95% completed submittal, a list of requirements for special testing and inspections, such as soils and materials testing, welding inspections, and dewatering requirements, and other testing to be conducted during the construction phase, as specified in Divisions 1 through 16 of the contract documents.

Responses to City Comments:

Provide a written response to all City comments.

(d) CD Agency Plan Review Submittals

The PMAR shall be responsible for obtaining review and approval by regulatory agencies. Submittals must be coordinated with the City, which shall provide a listing of contact information to the PMAR.

The City will make payment for all plan check services. The PMAR shall obtain approval of the construction documents from the required applicable plan check reviewers.

(e) Final Submittal of 100% Construction Documents (CD)

Prior to submitting the 100% construction documents, the Architect and their subconsultants shall have thoroughly checked, coordinated, and revised all documents to address issues noted from the 95% submittal and bring them to a 100% completed level. The PMAR shall thoroughly review plans and specifications to ensure consistency, completeness, and that all sections and references in the drawings and specifications are fully coordinated. The PMAR shall submit the following items for the 100% CD submittal:

- Certify, by a signed statement on the drawings and by provision of required calculations, that construction documents comply with the energy conservation standards set forth in Title 24.
- Stamp all drawings and specifications as required by law for registered architects and engineers.

The 100% CD shall be initially submitted to the City's Building & Safety (B&S) Department for review and approval. If not approved by Building & Safety, the PMAR shall address comments provided by B&S and re-submit for review and approval. This process shall continue until the 100% CD submittal is approved by the City's B&S Department.

After the 100% CD submittal is approved by the City's B&S Department, the PMAR shall submit the following items of the approved 100% construction documents:

- Submit one (1) minimum 4-mil mylar set of complete, approved plans with City wet signatures, and with wet signatures & stamps of architect and engineers as applicable and one (1) unbound set of specifications wet signed and stamped as applicable.
- Submit five (5) hard copy sets of completed, stamped and signed construction documents bound and/or stapled to the City.
- Provide on CD-ROM the same items in their electronic equivalents. Verify current software versions accepted with the City prior to transmitting electronic files.

Task 2-B Bidding Phase

During the bidding phase the responsibilities of the PMAR shall include all of the following at a minimum:

- Reproducing the plans and specifications (a reimbursed expense in the PMAR's agreement) and ensuring delivery to the City or other applicable parties.
- Preparing Trade Bid Packages and advertising for bids
- Answering questions from bidders relative to the project
- Issuing addenda, after approval by the City.
- Attending and managing formal, public bid openings.
- Providing a written evaluation of the bid results.

- Recommending award of various trades

The City shall require the PMAR to submit to the City its plan for bid and award compliance with the California Public Contract Code, the City of Irvine Municipal Code and City procurement policies, for City approval prior to soliciting public bids for the Project's trade contractors. The PMAR shall then publicly advertise and bid all actual construction work in accordance with the requirements of the California Public Contract Code, the City of Irvine Municipal Code and City procurement policies, and may elect to pre-qualify trade contractors for all, or portions, of actual construction work to be performed under this section. The prequalification process is subject to City approval, and the pre-qualification criteria (if any) shall be determined by the City and the PMAR to address quality, performance, capacity to perform, and other factors deemed appropriate by the City and PMAR.

All bids will be opened by the City of Irvine's Purchasing Agent at the specified time and location in accordance with the City's bid process. The PMAR shall act as the agent of the City in assisting at the opening of bids. The PMAR will enter into a contract with the lowest responsible, responsive bidder upon direction from the City.

(a) Addenda During Bidding

The PMAR shall answer technical questions from bidders or other interested parties during the bidding period. If, as a result of these questions and the PMAR's review of the plans, clarification or additional information is thought desirable, the PMAR shall coordinate with the Architect, subconsultants, and City to prepare and issue an addendum to the plans and specifications. The PMAR is responsible for furnishing copies of the addenda to the City and to all bidders and for attachment to any remaining plans and specifications in a timely manner.

(b) Pre-Bid Conference and Site Visit

The PMAR, Architect, and sub-consultants, as applicable, shall attend and participate, in scheduled pre-bid conferences and pre-bid site visits with potential bidders conducted by PMAR to help identify questions that bidders may raise during the bidding phase. Questions from prospective bidders shall be recorded by PMAR during these conferences and job site visits.

No questions shall be answered at these events that require interpretation, clarification or modifications of the contract documents. Interpretation, clarification, and modification of the contract documents shall be issued only in the form of an Addendum to the Contract Documents. PMAR shall furnish the design related information required for the interpretation, clarification or modification to the Architect and/or subconsultants for preparation of Addendum, or the City may, at its option, require the PMAR to prepare the Addendum for distribution. Addenda will be issued only by the PMAR.

Addenda which require interpretation, clarification or modification of the contract documents must be issued not less than three days (72 hours) prior to the bid opening or else a bid extension will be required [Section 4104.5 Public Contract Code].

(c) Bidders Calls

In the Notice to Bidders, the PMAR shall designate an individual as the recipient of all bidding inquiries regarding the contract documents. During the bidding phase, this individual shall receive all calls from bidders and maintain a log of all calls. The log shall indicate date, time, caller's name/firm, question and response.

Task 2-C Construction Management Services

The duties and responsibilities of the PMAR during the construction management phase include, but are not limited to the following:

- Observe construction throughout the construction of the police station.
- Periodically examine the contractor's work to ascertain its conformance with contract documents.
- Review, comment, and/or approve all submittals required from the Trade Contractors as identified in the specifications
- Review change order proposals upon and develop and issue construction bulletins.
- Prepare City initiated change order proposals complete with cost back-up documentation.
- Issue clarifications and interpretations of construction documents in response to RFIs.
- Attend project Owner - Architect - Contractor (OAC) site meetings.
- Review the testing program, including specifying tests that are required in accordance with the construction documents and checking test compliance.
- Provide project-related PMAR services.
- Assist the City in litigation or disputes arising from the project construction, including claim rebuttals and attendance at hearings.
- Attend the pre-final and final inspections with the Architect, Contractor, City designated representative, Building Inspector, and other City staff.
- Review contractor as-built drawings, and prepare final as-built record drawings.

(a) Construction Meetings**Construction Meetings**

Weekly construction meetings shall be held at the project site and chaired by the PMAR. Attending shall be City's representative, Architect, sub-consultants as necessary, contractor's field supervisors, sub-contractors (as needed) and as specified in the contract documents, and others as determined to be required by City's representative and PMAR.

(b) As-Built Documents

The PMAR shall review contractor's as-built documents periodically to verify that contractor's work is in compliance with the contract documents. The PMAR shall advise City's representative in writing the result of such review.

(c) Interpretations

Decisions, interpretations, and dispute resolution regarding the contract documents will be issued by the PMAR. The City will rely upon the PMAR's recommendations and independent judgment in making these decisions.

Information regarding, or changes to, the contract documents shall be issued on the following forms furnished or approved by City:

- Bulletins
- Response to RFI
- Field Order
- Change Order Proposal
- Change Order

Construction phase clarifications and revisions to the drawings shall be maintained and updated in the original CAD files. Bulletin revisions shall be made on the appropriate CAD drawing or specification files, then hard copied for issuance in 8-1/2" x 11" format. Revisions shall be indicated and logged on each document.

Inspection

Typical Construction Phase inspection will be provided by the City. The PMAR shall provide or make provision for specialty inspectors as called for in the Construction Documents.

The PMAR shall:

- Provide design-related technical opinions and design-related interpretation of the contract documents for the project's inspector of record.
- Provide recommendations to the City, based on PMAR's review or evaluation of inspection report data, deemed necessary to obtain compliance with the requirements of the contract documents.

(d) Materials Testing

- PMAR shall contract with soils and materials testing laboratories for the purpose of validating conformance with Contract Documents.
- The PMAR shall identify and provide a summary list in the specifications of the tests that the contractor is required to make and pay for.

- PMAR shall coordinate the activities of Trade Contractors and the testing services.

(e) Pre-Final Inspection of Project (punch Lists)

- The PMAR shall inspect the construction with the Architect, City, and the contractor when notified by the contractor that the construction is substantially complete, and again when notified by the contractor that the construction is fully complete.
- The PMAR shall compile a punch list indicating any lack of compliance with contract document requirements. A copy of the punch list shall be provided to the City. The PMAR shall issue the punch list to the Contractor as a directive for completing the project. When it is judged that all the items on the punch list have been corrected or completed, the final inspection shall be scheduled by the PMAR.
- All operation and maintenance manuals for the project shall be delivered by the Contractor, reviewed by the PMAR and found to be complete and in good form, before the final inspection is scheduled.

(f) Final Inspection and Acceptance

- The PMAR shall review the contractor's as-built documents, guarantees, and operating data to assess compliance with the contract document requirements and notify City in writing of its findings.
- The PMAR shall assemble a list of written guarantees, operating and maintenance instruction books, diagrams, and charts required of Contractor. City will be responsible for verifying that all required submittals have been received.
- The PMAR and Architect shall assist the City in conducting the final acceptance inspection of the construction with Contractor and shall advise City of the acceptability of the work performed by Contractor.
- An inspection acceptance form will be provided by PMAR. All parties required to sign the Inspection Acceptance form must be present for the final inspection.

(g) Record Documents (As-Built) and Project Close Out

During construction, the PMAR shall have reviewed all revisions and changes and shall have recommended approval of the set of drawings and specifications maintained by the PMAR during the course of construction.

- The PMAR's preparation of the final record documents shall indicate all revisions and changes that have been made during construction so as to provide the City with a correct and complete record of the project as actually constructed.
- The PMAR shall furnish an initial review copy of the as-builts for review by the City.
- Upon the draft edition being deemed complete and accurate by the City, the PMAR shall provide to the City one (1) final reproducible as-built record document on 0.004" (4 mil) thick, photo wash off Mylar drafting film with matte finish on both sides and three (3) bound hard copies.

- An identical copy of the record documents shall also be submitted in electronic format on CD-ROM. The format and internal arrangement of the CAD files shall be in compliance with the City CAD Standards.

V. AGENCY RELATIONSHIP AND DUTY

Because of the PMAR's agent relationship to the City, the Project will be an "open book" project whereby the City may attend any and all meetings, and the City or its designated auditors or accountants shall have access to any and all records of the PMAR and its Team, or maintained by the PMAR relating to the Project.

The PMAR accepts a relationship of trust and confidence between itself and the City, to furnish its best skills and best judgment to cooperate with the City during its design of the Project, to act as the City's Agent assisting in opening bids in accordance with the California Public Contract Code, the City of Irvine Municipal Code and City procurement policies, and in all ways to further the interests of the City and the Project. The PMAR shall use its best efforts to see to it that the work of the Project is done in the best and most expeditious, economical manner consistent with the interests of the City, and in strict conformity with the contract documents, including all reasonable implications of them.

VI. FIXED-FEE PROFESSIONAL SERVICES

Because the PMAR will only be providing professional services for the benefit of the City, based on a fixed fee for such services, this procurement will be made in accordance with the provisions of Chapter 10 of the California Government Code, Sections 4526 to 4529.5, which requires that firms qualified to provide such services be selected on the basis of demonstrated competence and qualifications for the type of professional services required without regard to fees and, thereafter, who will negotiate a contract with the City for those services at a fair and reasonable fee.

VII. QUESTIONS REGARDING THIS RFP

All questions pertaining to this RFP must be provided in writing via e-mail to the Project Manager with a copy to the Purchasing Agent:

Project Manager:

Pat Castro, Facilities Construction Rehab Admin
1 Civic Center Plaza
Irvine, CA 92606-5208
(949) 724-6675

E-mail: pcastro@ci.irvine.ca.us

Purchasing Agent:

Tracy Hamilton, Purchasing Agent
1 Civic Center Plaza
Irvine, CA 92606-5208
(949) 724-6180

E-mail: tphamilton@ci.irvine.ca.us

VIII. TENTATIVE PROJECT SCHEDULE

The entire period for provision of the PMAR services described in this RFP will commence upon execution of the Agreement for Professional Services by all parties and will be completed pursuant to the Project Schedule developed by the PMAR and subject to City's approval. The Project Schedule for Phase I services will be submitted to the City for its review and approval by the PMAR within fifteen (15) days of execution by the Parties of the Professional Services Agreement for Phase I services.

Request for Proposals releasedSeptember 16, 2008

Mandatory Pre-Proposal Conference 9:00 a.m. September 30, 2008

Deadline for Submission of Questions 4:00 p.m. October 7, 2008

Deadline for Submission of Proposal 4:00 p.m. October 21, 2008

Interviews with finalist(s) (tentative) November 12 & 13, 2008

Award of Phase I by City Manager/Execution of Agreement ... November 26, 2008

Anticipated Project Start Date December 8, 2008

IX. SUBMISSION OF PROPOSALS

The deadline for submitting a response to this RFP is **4:00 p.m., Tuesday, October 21, 2008**. Any Proposals received after this time are invalid, and will be returned unopened.

Respondents shall submit one (1) original unbound and nine (9) copies of the Proposal, along with a CD, for Phase I of the Project. One copy of the Fee Proposal shall be submitted in a separate sealed envelope clearly indicating the name and business address of the bidder.

The proposal documents and the fee proposal envelope together shall be delivered in a single package and plainly labeled as follows:

**ATTN: Purchasing Agent
Proposal for Program Manager at Risk
New Public Safety Facility**

The City of Irvine will accept Proposals on or before the date and time indicated above at the following location and address:

**ATTN: Receptionist for the Purchasing Agent
PMAR RFP No. 08-2306
City of Irvine
1 Civic Center Plaza
Irvine, CA 92606-5208**

X. PROPOSAL CONTENT AND FORMAT

The Proposal should be prepared simply and economically, providing a straight forward, concise description of the respondent's proposal to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements as directed. An incomplete Proposal will be considered non-responsive and subject to rejection.

The Proposal shall be printed on letter-size (8 ½" x 11") paper and assembled with comb or spiral-type bindings or staples. Do not use metal-ring hard cover binders. Larger sheets may be used if they are folded to no larger than 8 ½" X 11". Submit proposal as follows: nine (9) bound proposals, and one (1) unbound proposal, along with a CD. The Phase I Fee Proposal for Professional Program Management Services must be submitted in a separate sealed envelope and included in the overall Proposal package.

The Proposal shall be limited to a maximum of thirty (30) sides of printed pages (15 pages if printed on both sides); this page count excludes cover, cover letter, table of contents, dividers (if used), appendix, and the separate Phase I Fee and Phase II Fee Proposal. Promotional matter, brochures, and related “glossy” information, if submitted, must be included as an appendix and will not be used in the evaluation of responses or their ranking or scoring.

The submittal proposals are to contain the following elements, in this listed order.

1. Cover

The outermost covering of the proposal may be paper or cardboard and must be non-glossy, light-colored material capable of accepting ink. The cover must show the title of the project as it appears in this RFP or the cover letter, the name of the Consultant, and the name, address, and telephone number of the responsible person having knowledge of, and authority for, the proposal.

2. Cover Letter

- a. Maximum of two (2) pages. Letter must be signed by a representative of the firm who has authorization to bind the firm by contract. Letter must include the name of the firm, firm address, telephone number, and fax number. Letter must affirm that the accompanying proposal is valid for a term of ninety (90) days.

3. Table of Contents

Please list in table form the contents of the proposal.

4. Firm Organization, Credentials, Background

- a. Provide a brief history of firm and key sub-consultants, including:
 - Type of Legal Entity (e.g., Corporation)
 - Date Firm Established
 - California Contractor's License Number
 - Name of Principal Contact
 - Location of office that will perform the work
 - Basic services provided by firm, and additional services provided by firm
- b. Describe your program management philosophy and approach to the PMAR delivery method with emphasis on how this will meet the City's requirements. Describe any unique qualifications as they pertain to this particular Project.
- c. Provide evidence that the proposing firm and its personnel and team members have expertise and experience in management of architecture and related engineering services, program mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of all design and construction components of the Project.
- d. Provide specific evidence of the bidder's familiarity with delivery of law enforcement projects, specifically police facilities and an understanding of challenges associated with public safety facilities.
- e. Only individual firms or lawfully formed business organizations may apply (This does not preclude a PMAR from using consultants.). The City will contract only with the individual firm or formal organization that submits a proposal.

- f. PMARs that submit a proposal as a Joint Venture must include a copy of the Joint Venture Agreement at the time of submittal. The Executive Summary/Introductory Letter must be executed by the Joint Venture Partners or by one Joint Venturer with a letter of authorization from the other Joint Venture Partner(s). Joint Ventures must identify percentage ownership of Joint Venture by partners.

5. Qualifications of Proposed Personnel

- a. Identify the proposed key team members (and their respective firms), and provide their qualifications, including individual experience with similar projects and number of years with the firm. Provide resumes in an appendix to the Proposal. Indicate the estimated/approximate percentage of time these team members will be involved in the Project for Phase I pre-construction services and Phase II.
- b. Provide a Team organizational chart showing proposed assignments, and the lines of authority and communication for each key team member to be directly involved in the Project. Show the relationship and flow of information between the City and the PMAR and its Team members.

If the Consultant team is a joint venture, indicate who will be the prime Consultant. List all subconsultants, if any, and briefly discuss the subconsultant's qualifications for the project. List key personnel and other key supporting team members and subconsultants to be assigned to this project on the forms provided in Section 6. Identify the areas of expertise of the lead personnel. Include brief summaries of previous work **similar to that requested** within the last five (5) years, including client contact information for reference verification.

Describe the experience of the Project Manager. The designated Project Manager will be the primary contact with the City during the contract period and will function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

Identify your key staff's present workload as a percent available to perform work on schedule, if awarded.

6. Project Experience and Client References

- a. Provide project profiles for at least four (4) projects by the firm providing delivery of facilities to public agencies using the same or similar PMAR delivery methodology. Provide references for all projects profiled. Provide the following information at a minimum:
 - Project name and location, year delivered/scheduled, size, project budget
 - Brief summary of the project
 - Name of firm's Project Manager
 - Client's contact name and telephone number
 - Images (photographs and/or illustrations) of completed projects
- b. Provide project profiles of at least two (2) projects with LEED certification completed within the last five years.
- c. Demonstrate and discuss the firm's successful experience in public sector projects and demonstrate an understanding of police facilities design and construction.

7. Technical Capabilities

- a. Describe how you will develop, maintain, and update the Project schedule during the pre-construction phase and the construction phase.
- b. Discuss your approach to managing project design services, and coordinating the work of the A/E team.
- b. Describe your approach to assuring timely completion of this Project, including methods for schedule recovery, if necessary.
- c. Describe your quality control and assurance program. Explain methods and practices used to ensure quality control during the construction phase of the project.
- d. Describe your methodology for generating bidder interest, advertising, and pre-qualifying trade contractors for the PMAR delivery process.

8. Cost Control

- a. Describe the Team's fiduciary responsibilities as a PMAR using GMP contracts for publicly funded projects.
- b. Describe the Team's approach to cost estimating and the proposed frequency of cost estimates. What degree of accuracy is normally achieved?
- c. Describe the Team's cost control methods during construction and how you procure subcontracts, confirm scope, amount, and ensure proper payment.
- d. Briefly describe the proposed Team's approach to problems and change orders.
- e. The City requires the submittal of a GMP by the PMAR and its Team on or before 45 days after completion of Design Development Documents (DD) and City's approval and acceptance of them. Describe (1) your process for ensuring that the DDs provide the information necessary to arrive at a complete GMP, including all City requirements with reasonable contingencies, and (2) your process for subsequently ensuring that 100% Program Documents align with the Project scope in the previously accepted GMP proposal documents.

9. Financial Resources and Legal Issues

- a. Demonstrate the ability of the proposed Team to provide the requisite bonds for the direct cost (Phase II) component of the GMP.
- b. Provide details of any past or pending litigation, or claims filed, against the bidding firm related to work performed for public or private agencies, or in actions that may affect its performance under a contract with the City. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.

10. Agreement to City Contract Terms and Ability to Obtain Insurance

- a. By submitting a proposal, Firm agrees to all of the terms and conditions set forth in the City Agreement (see the Appendix to this RFP).
- b. Provide specific assurance regarding the Firm's ability to secure insurance that meets the City requirements as shown in the Special Provisions section.

11. Phase I Fee Proposal (in a Separate, Sealed Envelope)

- a. Provide your fixed fee requirements for the work of Phase I, ending with the submittal to the City of a GMP for the delivery of the Project. Identify also a not-to-exceed allowance required for reimbursable expenses, which are to be billed as actual costs up to the not-to-exceed amount.
- b. Provide hourly rates used by job title for the key Team members, for use in the event that additional services are required beyond the identified scope. No such additional work is to be undertaken unless specifically requested and authorized by the City. It is the intent of this RFP that all work related to this Project as outlined in the Scope of Work will be performed for the base fee requirement.

All work is to be invoiced to the City in accordance with provisions in Section One - 1.8, Compensation, of the Agreement for Consultant Services. The City will make payments no more than once monthly on approved invoices up to the negotiated fee.

XI. MINIMUM QUALIFICATIONS

The City seeks to retain the professional services of a firm with demonstrated expertise in performing the work described in this RFP. Successful respondents will have proven and successful experience in providing professional Program and Construction Management services and in the delivery of essential serve facility projects using the PMAR method.

Demonstrated expertise is defined as a minimum of five (5) years of experience in the field of Program Management services. Proven and successful experience is defined as providing evidence of:

1. Services on a minimum of four (4) prior public safety projects delivered utilizing the PMAR delivery method;
2. References from former clients who, if contacted by the City, will reflect a high degree of customer satisfaction for projects of a similar nature and;
3. A successful methodology for delivering the Project, including processing and obtaining all required approvals and permits.
4. Services on a minimum of two (2) projects with LEED certification completed within the last five years.

XII. SELECTION PROCESS

This RFP is the single step process for selecting a PMAR firm for the Project. This RFP also provides the information necessary to prepare and submit qualifications for consideration and ranking by the City. A selection panel will evaluate and rank the submitted proposals in the order in which they provide the "most experience and best value" based on the selection criteria.

Based on the submittals received, the City may then select respondents to interview regarding qualification for this Project or, at its discretion, the City may elect to select the PMAR deemed most qualified and responsive, and then enter directly into fee and contract negotiations with that proposer for Phase I services for the Project.

At the conclusion of the final ranking, Fee Proposals will be opened and reviewed. On the basis of the qualifications, references, interviews, and using the selection criteria listed here, the selection panel will make a recommendation identifying the most qualified firm to the City Manager.

Upon appropriate authorization contract negotiations will commence. If good faith negotiations with the selected firm are unsuccessful, the City will terminate such negotiations and undertake new negotiations with another finalist, or finalists, if any. The City reserves the right to reject any or all proposals, at its sole discretion. The authorization for contract award to the PMAR firm for this Project will be upon approval by the City Manager for the City of Irvine.

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

XIII. SELECTION CRITERIA

1. Selection of qualified PMAR firms will be based on the submitted Proposal and on a Reference Check. If a PMAR meets a Pass requirement on the Reference check requirement, then submitted Proposals will be reviewed. Interviews will be conducted for the highest ranking submittals. All Proposal packages will be evaluated against the criteria listed below:

Program Management Capabilities20%

Demonstrates a comprehensive understanding of the Project and knowledge of work required, good description of PMAR philosophy and processes, record of ability to successfully complete projects of similar scope without major legal or technical problems, demonstrated ability to accommodate the addition of this Project within its work schedule.

Qualifications and Technical Capabilities20%

Background of key staff and Team members assigned to this Project, organizational capability, demonstrated ability to manage project costs and meet project budgets and schedules, sensitive approach to public and regulatory concerns, discussion of quality controls, clear organization chart.

Previous LEED Experience10%

Provided evidence of expertise and previous experience in delivering a finish work product achieving a USGBC LEED green building.

Previous Experience.....25%

Provided evidence of five (5) years expertise and previous experience in providing PMAR services within the State of California, specifically with public sector police facility projects and demonstrated qualifications, including "essential services" facility knowledge.

Cost Control/Financial-25%

Understanding of fiduciary responsibility, demonstrated effective cost control methods, demonstrated financial capability, bonding capacity, and ability to meet City's insurance requirements, acceptance of City's PSA.

References.....Pass/Fail

Provide a minimum listing of four (4) prior relevant public sector client references.

2. City's Reservation of Rights: The City may evaluate the proposals based on the anticipated completion of all or any portion of the Project. The City reserves the right to divide the Project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or reject any and all proposals and temporarily or permanently abandon the Project. City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to the RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
3. Acceptance of Evaluation Methodology: By submitting its proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified, lowest responsible, responsive bidder" will require subjective judgments by the City.
4. No Reimbursement for Costs: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFP process shall be at the sole risk and responsibility of the respondent.
5. Waiver of Claims: Each respondent, in submitting a proposal, is deemed to have waived any claims for damage by reason of the selection of another proposal and/or the rejection of its proposal.

XIV. DESIGNATED REPRESENTATIVES

The PMAR shall designate a single representative who will be the firm's City contact point during the pre-construction and the construction phases. This representative shall be the primary channel of communication to the City. In turn, City will designate a single representative who will serve as the City's liaison with the PMAR, and this City representative will be authorized to act on behalf of the City.

The City, PMAR, Architect/Engineer, and other trade consultants have varying duties with respect to the several decisions and activities required by the contract between the City and PMAR. Information to or from the PMAR required or requested to assist with this decision making process and related activities shall be communicated either through or with the knowledge of the City's designated representative.

XV. CITY AGREEMENT AND INSURANCE

The PMAR firm that is selected to perform the pre-construction services shall be required to execute the City's form of Professional Services Agreement (PSA) prior to commencement of any work and shall perform all services in accordance with the terms and conditions of the PSA (reference Exhibit 2). By submitting its Proposal, PMAR agrees that they have reviewed the agreement and will agree to execute said contract with the City without exception.

The selected PMAR shall obtain and maintain at all times, during the term of the Phase I and Phase II contracts, comprehensive general, automobile, professional liability, and Workers' Compensation insurances as described in the PSA.

EXHIBIT 1 – SITE PLAN

(Not yet available. To be provided at a later date.)

EXHIBIT 2 – CITY AGREEMENT FOR PROFESSIONAL SERVICES (PSA)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into as of _____, 2008, by and between the CITY OF IRVINE, a municipal corporation ("City"), and _____, a *(insert legal entity such as "a sole proprietorship" or "a California corporation")* ("Contractor" also known as "Program Manager at Risk (PMAR)"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

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

B. Description of Services/Goods to be Provided: Program Manager at Risk Services for the delivery of the new Public Safety Facility in accordance with PART IV, Scope of Services, included herein (reference RFP 08-2306).

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on _____ ("Commencement Date") and shall continue through _____.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:

D.2. The Contractor designates the following person to act on Contractor's behalf:

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

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

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

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

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

CITY OF IRVINE**(CONTRACTOR'S NAME)**

By: _____

By: _____

Its: City Manager

Its: _____

By: _____

By: _____

Its: _____

Its: _____

Attest:

By:

CITY CLERK OF THE CITY OF
IRVINE**Contractor Information**APPROVED AS TO FORM:
RUTAN & TUCKER, LLP**Address for Notices and Payments:**_____
Philip D. Kohn**Attn:****Telephone Number:****FAX Number:****Email:**

PART II

GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

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

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

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

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

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

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

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

1.8 Compensation. Contractor shall be compensated in accordance with the terms of Part V hereto ("Budget"). 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.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

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

(a) General Liability (including premises and operations, contractual liability, personal injury, independent contractor's liability): One Million Dollars (\$1,000,000.00) single limit, per occurrence. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this Project, or the general aggregate limit shall be three times the occurrence limit.

(b) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), single limit, per occurrence for bodily injury and property damage.

(c) Workers Compensation and Employer's Liability: Workers Compensation Insurance (if Contractor is required to have) in an amount required by the laws of the State of California and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for injuries incurred in providing services under this Agreement.

(d) Professional Liability (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.

(e) Other Insurance: Such other policies of insurance as may be required in Part III hereto ("Special Provisions").

2.1.2 General Requirements. Contractor's insurance:

(a) Shall be issued by an insurance company which is an admitted carrier in the State of California and maintains a Secure Best's Ratings of "A" or higher; unless otherwise approved by City;

(b) General Liability, Automobile Liability and Employer's Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(c) Shall be primary insurance and any insurance or self-insurance maintained by City or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it;

(d) Shall be "occurrence" rather than "claims made" insurance, excluding Professional Liability;

(e) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(f) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel, excluding Professional Liability;

(g) Shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City; and

(h) Shall be endorsed to state that 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.

2.1.3 Deductibles. Any deductibles or self-insured retention's must be declared to and approved by City prior to the execution of this Agreement by City.

2.1.4 Evidence of Coverage. Contractor shall furnish City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work commences.

2.1.5 Workers Compensation Insurance. If Contractor is required to provide Workers' Compensation Insurance, Contractor shall file with City the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement."

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to City in writing prior to City's execution of this Agreement. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

2.1.6 Claim Reporting. Contractor shall report all claims to its insurance carrier within seven (7) days of notice.

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

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

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

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

- 2.2.4** Contractor shall defend any action or actions filed and promptly pay any judgment rendered against the City or any city Personnel for any claims or liabilities directly or indirectly arising out of the subsidence or any movement of land or earth.
- 2.2.5** Contractor shall defend any action or actions filed and promptly pay any judgment rendered against the City or any city Personnel for any claims or liabilities directly or indirectly arising out of or in connection with the principles of inverse condemnation by whatever named called.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

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

3.5 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software

programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

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

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

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

3.9 Right to Stop Work; Termination By Contractor. Contractor shall have the right to stop work only if City fails to timely make a payment required under the terms of the Budget. Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to City. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to City, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to City and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to City's right to take over and finish the work and Contractor's liability therefor shall apply.

3.10 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on 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 the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

3.11 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 Municipal and Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.12 Rights and Remedies are Cumulative. The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

3.13 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.

3.14 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.

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

3.16 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 City, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or City statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

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

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

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

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine reserves the right to audit the Contractor's compliance with all of the terms and conditions of this Agreement at any time. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of City. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and City shall have access to such records in the event any audit is required.

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

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

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

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

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

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

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

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget"), Part III shall take precedence and prevail over Parts I, II, IV and V; Part II shall take precedence and prevail over Parts I, IV and V; Part IV shall take precedence and prevail over Parts I and V; and Part V shall take precedence over Part I.

PART III

SPECIAL PROVISIONS

1. Right to Audit:

The City Manager of the City of Irvine reserves the right to audit the Contractor's compliance with all of the terms and conditions of this Agreement at any time.

2. Business License:

Contractors who provide on-site services for the City of Irvine shall obtain, within five (5) days of executing this Agreement, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

3. Rates of Wages:

The design phase of this Project shall be exempt from prevailing wage requirements as set forth below; however, the City reserves the right to modify these requirements for the construction phase of this Project.

In accordance with the provisions of the City of Irvine Municipal Code Section 6-10-216 - Prevailing wages and benefits, this project shall be exempt from provisions of the California Labor Code, Section 1770 et seq, the general prevailing rates per diem wages and holiday and overtime work. A copy of this Code is on file in the office of the City Clerk of the City of Irvine and will be made available to any interested party upon request.

4. Living Wage Ordinance:

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

Contractors are required to submit a completed Declaration of Compliance Form (reference Appendix B) with their bid or proposal; or with the contract documents where no formal solicitation was performed.

The following Living Wage Ordinance information documents are also included: Living Wage Guide (Appendix C); Living Wage Comparable Benefits Summary (Appendix D); the required Notice to

Employees (Contractor Responsibility/Employee Rights) (Appendix E); and the required Earned Income Tax Credit (EITC) posting (Appendix F).

5. Licensing:

All design and engineering work furnished by PMAR shall be performed by or under the supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the State of California, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the work in accordance with the requirements of this Agreement and who shall assume professional responsibility for the accuracy and completeness of the work product prepared or checked by them.

6. Assignment:

In the event City determines not to enter into the GMP agreement with PMAR, or if this Agreement is otherwise terminated as set forth herein, then PMAR agrees to assign to City any existing contracts with its architectural, engineering and specialty consultant services subconsultant firms for the completion of the design of the Project, as requested by City. City and subconsultants would then enter into new contracts similar in form to the Agreement between City and PMAR. The City reserves the right to modify any terms and conditions to ensure compliance with standard City contracts for design professional firms. PMAR shall include this assignment requirement in all of its contracts with subconsultants.

7. Insurance Requirements:

The policies and amounts of insurance required hereunder shall be as follows:

(a) General Liability: Commercial general liability insurance (for bodily injury, property damage, personal injury and advertising injury) written on an occurrence form that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form GC 00 01 07 98. Such insurance shall include, by its terms or appropriate endorsements, coverage for bodily injury, property damage, fire legal liability (not less than the replacement value of the portion of the premises occupied), personal injury, blanket contractual, independent consultants, premises operations, products and completed operations, broad form property damage and hazards commonly referred to as "x" (explosion), "c" (collapse) and "u" (underground) exposures. This coverage shall have a minimum limit of \$5 million per occurrence, \$5 million in general annual aggregate and \$5 million products/completed operations aggregate. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this Project, or the general aggregate limit shall be three times the occurrence limit.

(b) Automobile Liability: Comprehensive automobile liability insurance covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of services hereunder, with limits of not less than \$1 million, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office form number CA 0001 (Ed. 7/79) or equivalent.

(c) Workers Compensation and Employer's Liability: Worker's compensation insurance in conformance with the laws of the State of California, and employer's liability insurance (for bodily injury or disease) with minimum limits of \$ 1 million per accident for bodily injury by accident, \$1 million per

employee for bodily injury by disease, and \$1 million policy limit for bodily injury by disease. The workers' compensation policy shall contain the following endorsements:

1. A voluntary compensation endorsement.
 2. An alternate employer endorsement.
 3. An endorsement extending coverage to all states of operations on an "if any" basis.
- (d) Professional Liability: Professional liability coverage with limits not less than \$5 million per claim and aggregate. The policy shall have a five-year extended reporting period following expiration or termination of this Agreement.
- (e) Valuable Papers: Valuable papers insurance with a limit of not less than \$250,000 each loss. Such insurance shall assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the projects in the event of loss or destruction, until all such items and data are turned over to the City.

GENERAL INSURANCE REQUIREMENTS

PMAR's insurance:

- (a) Shall be issued by an insurance company which is an admitted carrier in the State of California and maintains a Secure Best's Ratings of "A" or higher; unless otherwise approved by City;
- (b) With respect to the general liability, automobile liability and employer's liability policies, shall name the Indemnified Parties as additional insureds and contain no special limitations on the scope of protection afforded to the Indemnified Parties. All insurance provided hereunder shall include the appropriate endorsements.
- (c) Shall be primary insurance with respect to the insureds and additional insureds, and any insurance or self-insurance maintained by the Indemnified Parties shall be in excess of PMAR's insurance and shall not contribute with it;
- (d) Shall be "occurrence" rather than "claims made" insurance, excluding professional liability;
- (e) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
- (f) Shall be endorsed to state that the insurer shall waive all rights of subrogation against the Indemnified Parties, excluding professional liability; and
- (g) Shall be endorsed to state that coverage shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice.
- (h) All endorsements adding additional insureds to required policies shall be on form CG-20-10 91985 edition) or an equivalent form providing additional insureds with coverage for "completed operations".

(i) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, or any change in ownership of all or any portion of the Project shall not affect coverage provided to the other insureds or additional insureds.

DEDUCTIBLES.

Any deductibles or self-insured retentions must be declared to and approved by City prior to the execution of this Agreement by City.

EVIDENCE OF COVERAGE.

PMAR shall deliver to City a certificate of insurance with respect to each policy PMAR is required to provide by this Agreement. The City shall have no duty to pay or perform under this Agreement until such certificate(s) are received and approved by City.

WAIVER OF SUBROGATION.

City and PMAR waive all rights against each other, against each of their agents and employees and against subcontractors and their respective members, directors, officers, employees, agents and consultants for any claims to the extent covered by insurance obtained pursuant to this section, except such rights as they may have to the proceeds of such insurance. PMAR shall require all subcontractors to provide similar waivers in writing each in favor of all other parties enumerated above. Each policy, including workers' compensation, shall include a waiver of any right of subrogation against the additional insureds (and their respective members, directors, officers, employees, agents and consultants).

OWNER CONTROLLED INSURANCE PROGRAM.

At the City's option, it may establish an Owner Controlled Insurance Program (OCIP) at any time prior to or after the Contract award. If the City establishes an OCIP, the Contractor will be notified to cancel its (or its Subcontractors') Workers' Compensation, General Liability, and/or Umbrella Excess General Liability policies of insurance associated with this Project. Pursuant to City's instructions, Contractor and its Subcontractors will be required to participate in the OCIP and complete the required forms in a timely manner. As Automotive Liability and Automotive Excess Liability are not covered under an OCIP, Contractor and its Subcontractors would need to purchase said policies and maintain them in full force and effect for the duration of the contract. The OCIP requirements pertain to the construction phase of the Project.

8. Indemnification

PART II, GENERAL PROVISIONS, Section 2.2 is modified as follows:

The following modified Indemnification section 2.2 applies only to the following Contractors: Design Professionals who are Licensed Architects, Licensed Landscape Architects, Registered Professional Engineers, or Professional Land Surveyors:

2.2 Indemnification. PMAR shall, to the fullest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.6), shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold free and harmless The City and City Personnel (collectively, the "Indemnitees") from and against any and all claims, losses, costs, damages, injuries (including

without limitation injury to or death of PMAR or PMAR's officers, agents, employees, representatives)(collectively, the "PMAR Entities"), expenses and liabilities of every kind, nature and description (including without limitation incidental damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, the negligence, recklessness or willful misconduct of PMAR, any of the PMAR Entities, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, "claims or liabilities").

- 2.2.1** Such obligation to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such claims or liabilities are caused in part by the negligence, active negligence or willful misconduct of such Indemnatee.
- 2.2.2** In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such claims or liabilities, PMAR shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.
- 2.2.3** PMAR shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

9. Invoices and Payment

Invoices shall be submitted by PMAR on a monthly basis and shall be submitted in duplicate to City's Accounts Payable department. City shall remit payment within 30 days of the receipt and approval of each invoice and accompanying documentation.

Each invoice shall include the following information:

1. Agreement No. _____;
2. Task Order number(s), if applicable, covered by the invoice;
3. Time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount);
5. For time and expense work, specify the name of staff, title and function with their corresponding hourly rates, actual hours expended, other direct costs and the amount of payment;
6. Weekly certified payroll for personnel subject to California prevailing wage requirements;
7. Backup for the invoice, including invoices from PMAR's subcontractors or suppliers, time sheets, copies of receipts, City's authorization of travel and other documentation requested by City, as well as a spreadsheet showing subcontractor invoices included in prior billings to City and payments made on account of such invoices.
8. Certification signed by an authorized representative of PMAR that (a) the invoice is a true, complete and correct statement of reimbursable costs and progress; (b) the backup information included with the invoice is true, complete and correct in all material respects, (c) all payments due and owing to

subcontractors have been made; (d) timely payments will be made to subcontractors from the proceeds of the payments covered by the certification, and (e) the invoice does not include any amount which PMAR intends to withhold or retain from a subcontractor unless so identified on the invoice; and

9. Such other information as requested by City to substantiate the validity of an invoice.

Payment for time and expense work shall be based on actual labor hours and expenses incurred as of the invoice date. Payment for Services provided under firm fixed price Task Orders shall be based on the value of work performed on a percent-complete basis in accordance with a price-loaded schedule included in the Task Order or as otherwise provided therein. At its sole discretion, City may decline to make full payment for any work identified in the PMAR's invoice until such time as PMAR has documented, to City's satisfaction, that PMAR has fully completed all work identified. City's payment in full for any task completed shall not constitute City's final acceptance of PMAR's work under such task; final acceptance shall occur only after completion of all work hereunder.

City shall have the right to deduct from any amount payable to PMAR (whether arising out of this Agreement or otherwise) any amounts 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 negligent acts, errors, omissions or willful misconduct of any PM-Related Entity in performance of Services hereunder. City in its sole and absolute discretion may withhold from any payment due PMAR, 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 PMAR's obligation to pay City any sums PMAR owes City.

10. Maximum Obligation

Funding for this Agreement is subject to the City of Irvine City Council approval for its annual budget.

11. Program Management/General Contractor (PM/GC) Agreement

At the end of Phase I-Pre-Construction (as outlined in RFP 08-2306), City and PMAR shall endeavor to reach agreement upon a Guaranteed Maximum Price and Preliminary Schedule for the Project consistent with the terms outlined in the RFP prepared by the City. If the parties reach agreement, they shall enter into a Program Management at Risk/General Contractor (PMAR/GC) Agreement.

12. Delivery of Documents/Guaranteed Maximum Price (GMP) Submittal

At the conclusion of the DD phase, the PMAR shall prepare and deliver to the City a bonded Guaranteed Maximum Price (GMP). The GMP shall be submitted within forty five (45) calendar days after completion and City approval of the DD phase, or sooner if possible. The PMAR must be able and willing to deliver the project for this GMP and "At Risk".

The PMAR will develop and provide to the City a bonded GMP which will include all construction costs, and all other projected costs including **"without limitation"** all PMAR fees (fixed fee), Architecture and Engineering fees, reimbursable cost items, FF&E allowance, Construction engineering fees (i.e., materials testing, specialty inspection, etc.), construction surveying, the PMAR-GMP contingency, City Contingency, general conditions, bonds and insurance, and any other applicable costs. Construction costs shall be broken out by each anticipated trade.

The PMAR shall recognize that the City will have a limit on the project construction costs. The City's Project Construction Cost limit will be determined and provided to the PMAR. This cost is inclusive of actual hard construction costs, PMAR Fee, Architecture and Engineering fees, reimbursable cost items, FF&E allowance, Construction engineering fees, construction surveying, PMAR-GMP contingency, City Contingency, a General Conditions allowance, bonds and insurance, and any other applicable costs. This amount is referred to herein as the Project Construction Budget, and is the budgetary allocation for all costs included in the final GMP.

Upon completion of all Construction Phase work any and all non-expended funds remaining in the GMP will be retained by the City.

The PMAR Construction Fee shall be all inclusive for providing all required services as hereinafter set forth for the Construction Phase, and all subsequent Phases established by the contract between the City and the PMAR. The PMAR Fee shall be an all inclusive lump sum, not-to-exceed, fixed fee, which will include all PMAR home office costs, including all home office and local office support staff, as well as all PMAR overhead costs and profit. This Fee shall also include all quality control and safety reviews, as well as all required services of any home office Project Executives, by whatever name called.

The PMAR's detailed construction cost estimates and total GMP will be reviewed by the City for reasonableness and compatibility with the Project Construction Budget. Meetings and negotiations between the City and the PMAR will be held to resolve questions and differences that may occur between the Project Construction Budget and the PMAR's construction cost estimate and corresponding GMP. If Project Construction Budget limitations or other circumstances arise, the PMAR shall work with the City and Architect to reach a mutually acceptable GMP.

No additional PMAR Fee shall be assessed for City requested Change Orders to the work of the Project until such change orders aggregate to a sum in excess of five percent (5.0%) of the total actual "construction" costs as originally bid within the Project GMP.

(f) General Conditions

An allowance for the General Conditions on a "not-to-exceed" basis will be submitted by the PMAR within its GMP for the City's approval. The PMAR will be reimbursed for actual General Conditions costs only as they are incurred, with no mark-up by the PMAR. Expenditures in excess of the total General Conditions allowance are deemed to be included in the PMAR's Construction Fee. At the end of the project, any unused balance from this allowance will be retained by the City.

Costs for on-site field staff will be paid on a reimbursable basis through the "General Conditions" allowance. Field personnel costs shall be billed at direct personnel expenses [raw employee costs (direct salary) plus all customary payroll benefits including but not limited to FICA, 401k, vacation leave, sick leave, holidays, jury duty leave and bereavement leave] with no employee overhead mark-up. The on-site field staff is limited to the following positions: full time staff which includes the Project Engineer(s), Superintendent actually furnishing services to the Project, Field Secretary/Clerk, and occasional laborers (on an as needed basis); and the position of an Assistant Superintendent, which may be a full or part time position, as provided in the PMAR's approved GMP. All other PMAR positions, whether field staff or home office staff, will be deemed to be included in the PMAR Construction Phase Fee.

Additional General Conditions costs alleged to arise from any approved change orders to the work of the Project will be reviewed on an individual change order basis. The City's designated representative shall

determine whether the requested General Conditions increases are caused by a City-requested change order. Absent extraordinary circumstances, the PMAR should not expect that any change order other than those requested by the City will allow for an increase in General Conditions costs.

(g) Contingencies

Owner's Contingency - An Owner's Construction Contingency shall be established and included as a line item in the GMP. Expenditures against this contingency will be available to cover all costs resulting from changes in scope not specifically covered in the PMAR Contingency and initiated by the City's Designated Representative with the City's written approval via a Change Order issued by the City.

PMAR's Contingency - the GMP shall have a PMAR Construction Contingency in an amount approved by the City and included as a line item in the GMP to help reduce the risks assumed by the PMAR in providing the GMP for the Project. The City and the PMAR acknowledge that the contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including (1) scope gaps between trade contractors, (2) contract default by trade contractors, (3) unforeseen field conditions, (4) costs of corrective work not provided for elsewhere, and (5) design omissions which a prudent PMAR could not have reasonably detected during the discharge of the PMAR's pre-construction duties.

The PMAR's contingency shall not allocated to any particular item of the cost of the Work, but is established for the PMAR's use as may be required for increases in costs noted above. It is understood that the amount of the PMAR contingency is the maximum sum available to the PMAR to cover costs incurred as a result of such unanticipated causes or details, and that cost overruns in excess of the amount of the PMAR contingency shall be borne by the PMAR.

The PMAR contingency may be applied to any item within the cost of the Work without constituting a change in the Work and without resulting in any change in the total GMP. The PMAR shall process a zero dollar Change Order that documents the PMAR's intent to apply any part of the PMAR contingency to any item within the cost of the Work prior to any such application. The PMAR shall fully document the changes on its copy of the Construction Documents.

The amount of the PMAR contingency will be reviewed by the City as part of its review of the GMP. No set amount or percentage for the PMAR contingency will be agreed prior to the submittal of the GMP. The City retains the right to specifically request revisions to the amount of the PMAR contingency prior to the City's acceptance and approval of the GMP.

(h) GMP Exceeds Project Budget

In the event that the GMP exceeds the project construction budget, the City reserves the right to direct the PMAR to work in conjunction with the Architect/Engineers to redesign the facility as necessary to maintain the Project and meet the construction budget as follows:

- After consultation with the City, the PMAR shall coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the required reduction in cost
- The PMAR shall develop and provide the City a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost

- The PMAR shall analyze the Architect's/Engineer's originally submitted and as altered and redrafted Construction Documents and make recommendations to the City as to ways and methods to reduce the costs of constructing the Project to a sum that does not exceed the Project Construction Budget.

Notwithstanding anything in the RFQ to the contrary, the PMAR shall perform this work without additional compensation.

(i) Rejection of the GMP

The City mayor may not, at its option, contract with the PMAR for actual construction and delivery of Phase 2 of the Police Station for the submitted GMP amount. The City has the right to reject any GMP as originally submitted, or as adjusted. The City, at its sole discretion, may decline to accept the GMP and thereupon without penalty, the PMAR's Contract with the City shall terminate according to its terms at the end of the Pre-construction Phase (Phase 1) of the work under contract and the PMAR's work will be complete.

In any event, such termination shall likewise terminate all further services and obligations of the PMAR. The PMAR shall accept the amount negotiated for Pre-construction Services as full and complete reimbursement for all costs and services performed by the PMAR for Pre-construction Services under contract, and shall not be entitled to any further amount. Thereafter, the City shall have the right to continue its activities to place the Project under construction with no obligation or restriction regarding the PMAR and with full ownership and use of any data and information developed during the Pre-construction activities.

All data, information, material, and matter of any nature and all copies thereof in any and all forms whatsoever developed by the PMAR or in the PMAR's possession or control relating to the Project are the property of the City and shall be turned over to the City with ten (10) working days after the City's request.

PART IV

SCOPE OF SERVICES

Services shall be performed in accordance with ATTACHMENT I, Scope of Services. (To be inserted from RFP document upon contract award.)

PART V

BUDGET

Pricing shall be in accordance with ATTACHMENT II. (To be inserted from accepted proposal upon contract award.)

Payment for services will be made monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance to 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.

Appendix A

CITY COUNCIL ORDINANCE NO. 07-15

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

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

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

Division 6. Living Wage Requirements

Section 2-6-101. Title and Purpose.

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

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

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

Section 2-6-102. Findings.

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

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

C. The use of City funds to create living wage jobs will decrease poverty, increase consumer income, invigorate community businesses and

reduce the need for taxpayer-funded social service programs.

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

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

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

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

Section 2-6-103. Definitions.

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

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

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

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

(d) "Covered employee" means (1) any employee whose services fulfill the Contractor's contractual obligations for contracts with the City that are subject to this division and (2) any other employee of the Contractor who performs a majority of his or her services within Orange County. Additionally, bona fide volunteers shall not be considered

"covered employees."

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

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

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

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

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

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

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

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

subcontractors retained by Contractor to perform any or all of the functions covered by the contract.

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

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

Section 2-6-107. Exceptions.

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

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

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

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

- (1) Review, investigate and/or maintain records of

complaints alleging that the Contractor has violated the requirements of this division.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. In addition to the above corrective measures and/or

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

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

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

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

(2) Reasonable attorneys' fees and costs.

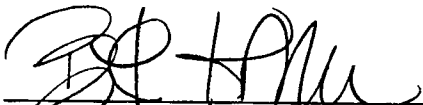
(3) Any and all other legal and equitable remedies available under Federal, State and local laws.

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

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

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

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


MAYOR OF THE CITY OF IRVINE

ATTEST:


CITY CLERK OF THE CITY OF IRVINE

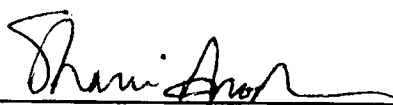
STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

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

AYES: 3 COUNCILMEMBERS: Agran, Kang, and Krom

NOES: 2 COUNCILMEMBERS: Choi and Shea

ABSENT: 0 COUNCILMEMBERS: None


CITY CLERK OF THE CITY OF IRVINE

AFFIDAVIT OF POSTING

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

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

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

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



CITY CLERK OF THE CITY OF IRVINE

Appendix B

DECLARATION OF COMPLIANCE Living Wage Ordinance

Name of Contractor _____

Type of Service _____

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

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

Ordinance, and I shall include the requirements of the Ordinance in all subcontracts covered thereby.

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

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

Signature of Authorized Representative

Date: (Month/Day/Year)

Print Name: _____

Title: _____

Appendix C



City of Irvine Living Wage Guide

Living Wage Description

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

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

Current Living Wage Ordinance information and rates are posted on the City of Irvine website at www.cityofirvine.org. Click on the "Bids & RFP's, Purchasing" button located on the lower left side of the screen, and then click on "Living Wage Information."

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

Contractors and Contracts Subject to the Living Wage Ordinance

Which Contractors are subject to the Living Wage Ordinance?

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

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

Which contracts are subject to the Living Wage Ordinance?

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

Employees Covered Under the Living Wage Ordinance

Who is a “covered employee”?

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

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

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

Compensation Required Under the Ordinance

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

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

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

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

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

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

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

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

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

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

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

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

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

Take the total cost you pay as the employer for the benefits you provide to your employees. Divide the cost by the number of employees who utilize these benefits. Because not all employees select all of the benefits it is helpful to calculate each benefit separately (for example some employees select to take medical but not dental benefits).

Where do I find the current rates?

Rates can be found on the City's website, or by calling the Purchasing Department at 949-724-6180.

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

Other Requirements Under the Ordinance**What other requirements must I meet under the Ordinance?**

You are required under the Ordinance to:

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

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

Compliance and Violations

How is the Living Wage Ordinance enforced?

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

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

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

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

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

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

Is there an appeal process?

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

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

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

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

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

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

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

- Restitution to compensate the employee for amounts that should have been paid under the contract
- Reasonable attorneys' fees and costs

- Any and all other legal and equitable remedies available under Federal, State and local laws

Exceptions

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

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

The City Council, by a four-fifths vote, may grant a whole or partial exception if it is determined that an emergency or extraordinary circumstance justifies an exemption. Partial exemptions and limits on the duration of the exemption are favored over whole exemption.

More Information

Where can I view more information about the Ordinance?

More information may be found concerning the Living Wage Ordinance, including current rates, on the City's website at www.cityofirvine.org. Click on the "Bids & RFP's, Purchasing" button located on the lower left side of the screen, and then click on "Living Wage Information."

Contact Information

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

Purchasing Department
City of Irvine
PO Box 19575
Irvine, CA 92623-9575

Phone: (949) 724-6180
FAX: (949) 724-6187

Employees registering a complaint against an employer should contact:

Director of Administrative Services
City of Irvine
PO Box 19575
Irvine, CA 92623-9575

Phone: (949) 724-6255
FAX: (949) 724-6030

Appendix D

Living Wage Comparable Benefits Summary

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

Medical Insurance:

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

Vacation:

Vacation benefits accrue on a monthly basis as follows:

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

Personal Sick Leave:

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

Holidays:

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



Appendix E

LIVING WAGE ORDINANCE

NOTICE TO EMPLOYEES

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

THESE ARE YOUR RIGHTS

You must be paid a minimum of:

- **\$10.82** per hour

If you work over 30 hours per week on average you must be paid a minimum of:

- **\$10.82** per hour
 - If health and paid time off benefits are offered to you
- OR**
- **\$13.07** per hour:
 - If no health or paid time off benefits are offered to you
 - If the cost of health and paid time off benefits provided to you cost your employer less than **\$2.25** per hour, the difference is added to the minimum hourly wage listed above
- Rates are generally adjusted annually. Current rates are effective as of **July 1, 2008**.
- Retaliation by your employer is **prohibited**
- Employers may not fire, reduce pay, or discriminate against a worker for filing a complaint

If your rights are violated you could receive:

- Restitution to compensate you for all amounts that should have been paid to you under the Ordinance
- Reasonable attorneys' fees and costs

FOR MORE INFORMATION

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

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

For more information and to review the City Ordinance, Living Wage Guide (frequently asked questions) and updated rates visit the City's website and access the Purchasing Department, Living Wage page:

www.cityofirvine.org

Will you qualify for the EITC this year?

Take Credit

You may qualify for the Earned Income Tax Credit (EITC) on your 2007 tax return.

IF you earned under \$37,783 and have more than one qualifying child.

(\$39,783 if married filing jointly)

IF you earned under \$33,241 and have one qualifying child.

(\$35,241 if married filing jointly)

IF you earned under \$12,590 and have no qualifying child.

(\$14,590 if married filing jointly)

For more information on the EITC, check out the EITC Assistant, an interactive tool that shows you whether or not you qualify, and why. Available on www.irs.gov/eitc or call 1-800-TAX-1040.

IRS Department of the Treasury Pub. 3954 (ENG)SP (Rev. 4-2007)
Internal Revenue Service Catalog Number 33279N

at _____
Phone Number/Extension _____

2007

Check Your Withholding

YOU MAY NEED TO

Since you last filed Form W-4 with your employer did you...

- Marry or divorce?
- Gain or lose a dependent?
- Change your name?

Were there major changes to...

- Your nonwage income (interest, dividends, capital gains, etc.)?
- Your family wage income (if at your spouse's started or ended a job)?
- Your itemized deductions?
- Your tax credits?
- Your tax credits?

If you can answer **YES**... To any of these questions or you owed extra tax when you filed your last return, you may need to file a new Form W-4.

See your employer for a copy of Form W-4 or call the IRS at 1-800-829-5876. For more details, get Publication 919, "Extra Tax When You File Your Withholding."

Now is the time to check your withholding, or use the Withholding Calculator at www.irs.gov/individuals on the IRS website.

How Do I Adjust My Tax Withholding?
Employer: Please post this Bulletin Board poster so that your employees will see it. Please indicate where they can get more information on this subject.



For tax forms and additional information, contact _____

Company Representative _____

Possible Federal Tax Refund Due to the Earned Income Credit (EIC)

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New

There are changes to the definition of a qualifying child. See *Who Is a Qualifying Child* below. Taxpayers affected by Hurricane Katrina may be able to figure the EIC using their 2006 earned income. See the 2007 instructions for Forms 1040, 1040A, or 1040EZ.

Who May Claim the EIC

You may be able to claim the EIC for 2007 if you worked and all three of the following conditions apply.

1. Your 2007 earned income and adjusted gross income are both under \$32,241 (\$35,241 if married filing jointly) if you have one qualifying child; under \$37,783 (\$39,783 if married filing jointly) if you have more than one qualifying child; under \$12,590 (\$14,590 if married filing jointly) if you do not have a qualifying child. For a definition of earned income, see the 2007 instructions for Forms 1040, 1040A, or 1040EZ.

2. Your filing status is any status except married filing a separate return.

3. You, and your spouse if filing a joint return, were not a qualifying child of another person. If you do not have a qualifying child, you must also meet these conditions.

a. You, or your spouse if filing a joint return, were at least age 25 but under age 65 at the end of 2007.

b. You, and your spouse if filing a joint return, cannot be claimed as a dependent on someone else's 2007 tax return.

c. Your home, and your spouse's if filing a joint return, was in the United States for over half of 2007.

Note. If you are in the military on extended active duty outside the United States, your home is considered to be in the United States during that duty period and you may be able to claim the EIC.

You cannot claim EIC if any of the following conditions apply.

1. Your 2007 investment income (such as interest and dividends) is over \$2,900.

See your 2007 income tax return instructions for more details.

2. You file either Form 2555 or Form 2555-EZ (relating to foreign earned income).

3. You are a nonresident alien for any part of 2007 unless you are married to a U.S. citizen or resident and elect to be taxed as a resident alien for the entire year. See Pub. 519, U.S. Tax Guide for Aliens, for more information.

Who Is a Qualifying Child

Any child who meets all three of the following conditions is a qualifying child.

1. The child is your:

Son, daughter, stepchild, foster child, brother, sister, stepbrother, stepsister, or a descendant of any of them (for example, your grandchild, niece, or nephew).

Note. An adopted child is always treated as your own child. An adopted child includes a child lawfully placed with you for legal adoption. A foster child is any child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

2. At the end of 2007, the child was under age 19; or under age 24 and a student; or any age and permanently and totally disabled.

3. The child lived with you in the United States for over half of 2007. If the child did not live with you for the required time, there are exceptions if the child was born or died during the year, the child is presumed to have been kidnapped by a non-family member, or there was a temporary absence.

There are additional rules if a child is married or is the qualifying child of more than one person. For details, see the 2007 instructions for Forms 1040, 1040A, or 1040EZ.

How To Claim the EIC

If you are eligible, claim the EIC on your 2007 income tax return. If you have a qualifying child, you

must also fill in Schedule EIC and attach it to your Form 1040 or Form 1040A.

If eligible, you can claim the EIC to get a refund even if you have no tax withheld from your pay or owe no tax. For example, if you had no tax withheld in 2007 and owe no tax but are eligible for a credit of \$799, you must file a 2007 income tax return to get the \$799 refund.

EIC with your pay. If you expect to have a qualifying child and be eligible to claim the EIC for 2008, you may be able to get part of it in advance with your pay. For details, get Form W-5, Earned Income Credit Advance Payment Certificate, from your employer, from the IRS website at www.irs.gov, or by calling the IRS at 1-800-829-3676. If you get the EIC with your pay, you must file a 2007 Form 1040 or Form 1040A.

More Information

This notice provides the basic requirements to qualify for the EIC. Refer to the 2007 instructions for Forms 1040, 1040A, 1040EZ, Pub. 596, or www.irs.gov/eitc for details. You can get IRS forms and publications by accessing the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

Notice 97 (USA Rev. 1106)

REQUIREMENTS FOR A QUALIFYING CHILD FOR EITC

A child must meet certain requirements to be a qualifying child for the EITC. The following chart outlines the three requirements that must be met: relationship, age, and residency.

RELATIONSHIP

Son, daughter, stepchild, foster child, brother, sister, stepbrother, stepsister or a descendant of any of them AND...

AGE

Under age 19 at the end of the tax year OR

Under age 24 at the end of the tax year and a full-time student OR

Any age and permanently and totally disabled at any time during the year AND...

RESIDENCY

Lived with the taxpayer in the United States for more than half of the tax year.

TIE-BREAKER RULES

Sometimes a child meets the rules to be a qualifying child of more than one person. If the child is the qualifying child of more than one person, only one person can claim the child as a qualifying child for all of the following tax benefits: EITC, child tax credit, dependency exemption, head of household filing status, and the credit for child and dependent care expenses.

The other person(s) cannot take any of the five tax benefits listed above unless he or she has a different qualifying child. If they cannot agree who will claim the child as a qualifying child, and more than one person actually claims tax benefits using the same child, the tie-breaker rule (explained in the next paragraph) applies. If the other person is a spouse and they file a joint return, this rule does not apply.

Under the tie-breaker rule, the child is treated as a qualifying child only by:

1. The parents, if they file a joint return,
2. The parent, if only one of the persons is the child's parent,
3. The parent with whom the child lived the longest during the tax year, if two of the persons are the child's parent and they do not file a joint return together,
4. The parent with the highest AGI if the child lived with each parent for the same amount of time during the tax year, and they do not file a joint return together, or
5. The person with the highest AGI, if none of the persons is the child's parent.

From Publication # 3524

1040-1040A-1040EZ-0507

ADVANCE EARNED INCOME TAX CREDIT

This is a special tax benefit for lower income workers. Not all who qualify for the EITC (Earned Income Tax Credit) will qualify for the Advance EITC.

Advance EITC offers extra help year-round in meeting day-to-day expenses. A qualified worker can get payments in advance—each payday—rather than waiting until tax time to claim the credit.



Department of the Treasury
Internal Revenue Service

Publication 1844 (Rev. 10-06)
Catalog Number 12590L

Working to put service first

If you have further questions about Advance EITC, call the IRS at 1-800-829-1040.

As an employer, you can help us inform your employees of this opportunity.



Who qualifies for Advance EITC?

Wage earners who earn less than a stated amount, and who have at least one child living with them, may qualify. For complete qualifications, see Form W-5, *Earned Income Credit Advance Payment Certificate*.

The qualified employee simply completes Form W-5 and gives it to you.

Do not use your own funds to make Advance EITC payments

Refer to the Form W-5 and the tables shown in Pub 15, *Employer's Tax Guide (Circular E)*, to compute the correct addition to the employee's take-home pay for the payroll periods. Pub 15 will specify the maximum limit each year.

Remember to reduce your required federal employment tax deposit by the amount of any Advance EITC payments you make to eligible employees.

What's the difference between EITC and Advance EITC?

- » **Earned Income Credit (EITC):** EITC is a credit against the federal income tax you owe when he or she files his or her tax return. If you can't pay your federal income tax or even a portion of it, you can't get it until you file your return.
- » **Advance Earned Income Tax Credit (Advance EITC):** It is the portion of the EITC that qualified workers can receive in advance payments added to their pay throughout the year. They may be able to stop being paid EITC when they file their return.

Assistance from the IRS

Your local IRS EITC coordinator may be able to provide speakers to talk to your employees about the Advance EITC and help them fill out Form W-5. Look in your local telephone directory for the IRS office nearest you.

Free informative material on Advance EITC

To tell your employees about Advance EITC, order these IRS publications, available in English and Spanish (SP). Phone the IRS at 1-800-829-3676.

» Pub 1235 a self mailer in English and Spanish which includes Form W-5, *Advance EITC Employee Brochure*.

» Pub 1759 (ENG/SP), *Advance EITC Poster* 8.5" x 11".

» Pub 1762 (ENG/SP), *Advance EITC Stuffer*, to include in mailouts or with paychecks.

Assistance from the IRS

» Call the IRS at 1-800-829-3676 to order free forms and publications, or visit your local IRS office.

» Form W-5, *Earned Income Credit Advance Payment Certificate*.

» Pub 15, *Employer's Tax Guide (Circular E)*.

» Pub 596, *Earned Income Credit*.

» Pub 910, *Guide to Free Tax Services*.

» Internet: IRS forms with instructions, tax publications, and other tax materials may be downloaded at our Web site: www.irs.gov.

» TeleTax service: call 1-800-829-4477 for recorded tax information.



What's the difference between EITC and Advance EITC?

- » **Earned Income Credit (EITC):** EITC is a credit against the federal income tax you owe when he or she files his or her tax return. If you can't pay your federal income tax or even a portion of it, you can't get it until you file your return.
- » **Advance Earned Income Tax Credit (Advance EITC):** It is the portion of the EITC that qualified workers can receive in advance payments added to their pay throughout the year. They may be able to stop being paid EITC when they file their return.



If you have further questions, call the IRS at 1-800-829-1040.

EXHIBIT 3

CITY OF IRVINE APPROVED PRE-QUALIFIED PROFESSIONAL CONSULTANTS

City of Irvine Consultant Team
July 1, 2007 through June 30, 2010

A) DESIGN ENGINEERING, ARCHITECTURE AND TECHNICAL SERVICES

1. Civil Engineering Design

APA Engineering, Inc.
Axiom Corporation
Bureau Veritas
CBM Consulting, Inc.
CH2M Hill
Civil Source
David Evans and Associates, Inc.
DMc Engineering
DMJM Harris
Hall & Foreman, Inc.
Harris & Associates
HDR Engineering, Inc.
Huitt-Zollars
IBI Group
Kabbara Engineering
KFM Engineering
Kimley-Horn & Associates, Inc.
Lim Nascimento Engineering Corp (LAN)
Merit Civil Engineering, Inc.
Moffatt & Nichol (M&N)
NBCE, Inc.
Norris-Repke
PB
PBS&J
Psomas
RBF
Rick Engineering Company
Stantec Consulting, Inc.
STV
Transtech Engineers, Inc.
VA Consulting, Inc.
W.G. Zimmerman Engineering, Inc.
Washington Group International
Willdan

2. Pavement Rehabilitation Design

APA Engineering, Inc.
Axiom Corporation
Bureau Veritas
CBM Consulting, Inc.
Civil Source
Civil Works Engineers

**City of Irvine Consultant Team
July 1, 2007 through June 30, 2010**

DMc Engineering
Hall & Foreman, Inc.
Harris & Associates, Inc.
JMDiaz, Inc.
Kabbara Engineering
KFM
Kimley-Horn and Associates, Inc.
Labelle-Marvin, Inc.
Merit Civil Engineering, Inc.
Norris-Repke
Onward Engineering, Inc.
PBS&J
Psomas
RBF
W.G. Zimmerman Engineering, Inc.
Willdan

3. Street and Park Landscape Design

Clark & Green Associates
Cornerstone Studios, Inc.
David Evans and Associates, Inc.
David Volz Design
Giddens Irrigation Design
Hirsch & Associates, Inc.
Ima Design
Land Spectrum
Moore, Iacofano Goltsman, Inc. (MIG)
RBF
RJM Design Group
RPA Landscape Architecture, Inc.
Willdan

4. Street and Park Landscape Rehabilitation Design

Clark & Green Associates
Cornerstone Studios, inc.
David Volz Design
DMc Engineering
Giddens Irrigation Design
Hirsch & Associates, Inc.
Ima Design
Land Spectrum
Moore, Iacofano Goltsman, Inc. (MIG)
RBF
RJM Design Group
RPA Landscape Architecture, Inc.

**City of Irvine Consultant Team
July 1, 2007 through June 30, 2010**

5. Traffic Signal and Traffic Signal Systems Upgrade Design

Advanced Transportation Concepts Group (ATCG)
Advantec Consulting Engineers, Inc.
Fehr & Peers
FPL & Associates, Inc.
Iteris, Inc.
JMDiaz, Inc.
Katz, Okitsu & Associates
PB
RBF
Rick Engineering Company
URS
VA Consulting, Inc.

6. Bridge Design

Arcadis
Cho Design Associates, Inc.
David Evans and Associates, Inc.
DMJM Harris
HDR Engineering, Inc.
IBI Group
Lim and Nascimento Engineering Corp (LAN)
Moffatt & Nichol (M&N)
PB
PBS&J
RBF
Rende Consulting Group
STV
Washington Group International
Willdan

7. Facilities, Architecture and Engineering Services; and Landscape Architecture Design

ATI
Carrier Johnson
Carter Burgess
Copley Design Collaborative
Cornerstone Studios, Inc.
David Volz Design
DEA-David Evans & Assoc.
Hirsch & Associates, Inc.
Kishimoto Architects, Inc.
LPA, Inc.
MDA Johnson Favaro

**City of Irvine Consultant Team
July 1, 2007 through June 30, 2010**

RJM Design Group
Robert R. Coffee Architect+Associates
Roesling Nakamura Terada Architects
Westgroup Designs, Inc.

8. Architecture and Engineering Services – LEED Certified and Sustainable Design

ARUP
Carrier Johnson
GLUMAC
HMC
Ima Design
Kishimoto Architects, Inc.
LPA, Inc.
McParlane & Associates
Michael Wall Engineering

9. Energy Engineering and Sustainable Design

Arup
DMJM Harris
Expedient Energy
GLUMAC
Marketable Ventures
McParlane & Associates
Michael Wall Engineering

10. Survey

Coast Surveying, Inc.
David Evans and Associates, Inc.
DMcEngineering
Guida Surveying, Inc.
Hall & Foreman, Inc.
Huitt-Zollars
Johnson-Frank & Associates, Inc.
Norris-Repke
Psomas
RBF
Towill, Inc.
Willdan

11. Geotechnical Engineering and Materials Testing

Arroyo Geotechnical
Converse Consultants

City of Irvine Consultant Team
July 1, 2007 through June 30, 2010

Geo-Environmental, Inc.
Klienfelder, Inc.
MACTEC
Ninyo & Moore
Sequoia Consultants
Smith-Emery Laboratories
URS
Zeiser Kling Consultants, Inc.

**B) PROGRAM MANAGEMENT, CONSTRUCTION MANAGEMENT AND
INSPECTION SERVICES**

Analytical Planning Services, Inc. (APSI)
APA Engineering, Inc.
Barnhart, Inc.
Bureau Veritas
C2PM
Caltrop
Carter Burgess
CBM Consulting, Inc.
Civil Source
Del Terra Group
DMc Engineering
Dudek
Emergency Management Consulting, Inc. (EMC)
Griffin Structures, Inc.
Harris & Associates
Heery
Integral Associates
Integrated Design Services, Inc. (IDS)
Lea+Elliott, Inc.
Lim & Nascimento Engineering Corp (LAN)
McClure Consulting Corporation
Moffatt & Nichol (M&N)
Norris-Repke
Onward Engineering, Inc.
Padian Team Consulting, Inc.
PB
PBS&J
PinnacleOne, Inc.
Psomas
Rahimian Management & Consulting, Inc.
RBF
SA Associates
STV
Swinerton Management & Consulting

**City of Irvine Consultant Team
July 1, 2007 through June 30, 2010**

TCM Group
TELACU Construction Management
The Moote Group
Transtech Engineers, Inc.
Washington Group International
WEC Engineering Construction Management
Willdan

C) FACILITIES MANAGEMENT AND ENGINEERING

Civil Source
Dahl, Taylor & Associates, Inc.
STV
TMAD Taylor & Gaines

D) DESIGN PLAN CHECK

1. Landscape Plan Check

DSL Consulting, Inc.
P&D Consultants
RJM Design Group
Willdan

2. Map Plan Check

Bureau Veritas
Coast Surveying, Inc.
DMc Engineering
DSL Consulting, Inc.
Hall & Foreman, Inc.
Harris & Associates
Huitt-Zollars
Johnson-Frank & Associates, Inc.
Norris-Repke
PBS&J
RBF

3. Hydrology and Hydraulics Plan Check

AEI-CASC Consulting
Bureau Veritas
DMc Engineering
DSL Consulting, Inc.
Hall & Foreman, Inc.

**City of Irvine Consultant Team
July 1, 2007 through June 30, 2010**

Harris & Associates, Inc.
PBS&J
RBF
Willdan

4. Street Improvement Plan Check

AEI-CASC Consulting
Bureau Veritas
CBM Consulting, Inc.
Cho Design Associates, Inc.
DMc Engineering
DSL Consulting, Inc.
Hall & Foreman, Inc.
Harris & Associates
Norris-Repke
Onward Engineering, Inc.
RBF
Transtech Engineers, Inc.
Willdan

5. Traffic Engineering Plan Check

Advantec Consulting Engineers, Inc.
Hall & Foreman, Inc.
Harris & Associates
PBS&J
PMK Associates, Inc.
RBF
VA Consulting, Inc.
W.G. Zimmermann Engineering, Inc.
Willdan

E) RIGHT-OF-WAY SERVICES

1. Acquisition Services

California Property Specialists, Inc. (CPSI)
Epic Land Solutions, Inc.
Overland Pacific & Cutler, Inc.
Paragon Partners LTD

2. Appraisal Services

Gary L Vogt & Associates
Harris Realty Appraisal
Overland Pacific & Cutler, Inc.

**City of Irvine Consultant Team
July 1, 2007 through June 30, 2010**

F) ASSESSMENT DISTRICT ENGINEERING SERVICES

1. Formation/Reapportionment

Bureau Veritas
Community Funding Solutions, LLC
Harris & Associates
Koppel & Gruber Public Finance
MuniFinancial
NBS

2. Acquisition Project Oversight/Reimbursement

Debby Cobb Consulting, Inc.
Harris & Associates
The Moote Group

G) TRANSPORTATION SERVICES

1. Project Development Services

Austin-Faust Associates, Inc.
CH2MHill
DMJM Harris
HDR Engineering, Inc.
IBI Group
LSA Associates, Inc.
PB
PBS&J
Rafiq & Associates, Inc.
RBF
Urban Crossroad
URS

2. On-Call Transportation Planning/Engineering Services

Advantec Consulting Engineers, Inc.
IBI Group
Katz Okitsu & Associates
Rafiq & Associates, Inc.
Willdan

3. Materials Reports & Pavement Visual Evaluation Services

CHEC Management Systems
LaBelle-Marvin, Inc.

**City of Irvine Consultant Team
July 1, 2007 through June 30, 2010**

Leighton Consulting, Inc.
Willdan

4. Advanced and/or Alternative Transit Services

HDR Engineering, Inc.
IBI Group
Lea+Elliott, Inc.
LSA Associates, Inc.
Meyer, Mohaddes Associates
PB
STV
Urban Crossroads
URS

5. Traffic Modeling

Austin-Foust Associates, Inc.
Fehr & Peers
LSA Associates, Inc.
Meyer, Mohaddes Associates
PB
Urban Crossroads

H) BUILDING AND SAFETY INSPECTION SERVICES

1. Building Inspection and Code Enforcement

Scott Fazekas & Associates, Inc.
VCA Code Group, Inc.

2. Grading and Right-of-Way Inspection

Scott Fazekas & Associates, Inc.

I) BUILDING AND SAFETY PLAN REVIEW AND CONSULTANT SERVICES

1. Building Plan Review

ABS Consulting
EsGil Corporation
Interwest Consulting Group
Scott Fazekas & Associates, Inc.
Thorton Tomasetti
TMAD Taylor & Gaines
VCA Code Group, Inc.

**City of Irvine Consultant Team
July 1, 2007 through June 30, 2010**

2. Grading Plan Check

Bureau Veritas
Harris & Associates
TRC Engineers, Inc.

3. Geotechnical, Engineering Geology, and Materials Testing Consultant Services

Earth Mechanics, Inc.
Laguna Geosciences, Inc.
Zeiser Kling Consultants, Inc.

4. Permit Processing Counter Staff Service

Scott Fazekas & Associates, Inc.
VCA Code Group, Inc.

J) COMMUNITY DEVELOPMENT SERVICES

1. Planning Review Services – Discretionary Case Processing

Civic Solutions
Kapstone Planning, Inc.
Willdan

2. Environmental Impact Analysis

Bon Terra Consulting
David Evans and Associates, Inc.
ECORP Consulting, Inc.
EDAW/AECOM
LSA Associates, Inc.
Michael Brandman Associates
PB
PBS&J
PCR Services Corporation
RBF
Templeton Planning Group
The Planning Center
UltraSystems
Willdan

**City of Irvine Consultant Team
July 1, 2007 through June 30, 2010**

3. Housing Element Preparation

Conexus
RBF
The Planning Center
Veronica Tam & Associates

K) FINANCIAL SERVICES

1. Financial Advisor Services

Fieldman Rolapp & Associates
Gardner, Underwood & Bacon, LLC
Public Financial Management, Inc.

2. Trustee/Fiscal Agent Services

No submittals

3. Special Tax Consultant

Harris & Associates
Koppel & Gruber Public Finance
MuniFinancial

4. Market Absorption Consultant

Market Profiles, Inc.

5. Special District Administration

Koppel & Gruber Public Finance
MuniFinancial
NBS

L) ENVIRONMENTAL SERVICES

RBF Consulting

EXHIBIT 4 – CITY OF IRVINE PARK/PUBLIC FACILITY STANDARDS

This document is posted on the City's website at:

<http://www.ci.irvine.ca.us/civica/filebank/blobdload.asp?BlobID=5815>

or

You may access the City's website at www.cityofirvine.org

Go to Departments – Select Community Services. From there, go to Park Planning and select Public Parks Standards manual. See Section VIII for buildings.

EXHIBIT 5

**GRIFFIN STRUCTURES, INC. ANALYSIS OF CAPITAL PLAN:
CITY HALL, POLICE, AND OPERATIONS SERVICES FACILITY**