

A G R E E M E N T

THIS AGREEMENT, hereinafter referred to as "AGREEMENT" for purposes of identification hereby numbered MA 012-13010931, and dated 18th day of December, 2012 is

BY AND BETWEEN

County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY"

AND

LPA Inc.
hereinafter referred to as "A/E",

Which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES"

RECITALS

WHEREAS, COUNTY requires professional services to accomplish projects and/or services ("PROJECTS/SERVICES") as described in **the attached** Scope Of Work for a hereinafter referred to as "Attachment A," attached hereto and incorporated herein by reference;

WHEREAS, A/E is a firm whose principals are, as required by law, registered by the State of California for the practice of Civil Engineering, Mechanical Engineering, Electrical Engineering, Corrosion Engineering, Architecture, Landscape Architecture, or Land Surveying.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

A. Retainer

1. COUNTY does hereby retain A/E to perform the PROJECTS/SERVICES as required by this AGREEMENT.

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2. A professional, duly registered in the State of California, who shall be assigned to PROJECTS/SERVICES and whose services are offered by A/E and accepted by COUNTY is Kevin Sullivan, ASLA.

3. A/E may employ special consultants/contractors for the accomplishment of the PROJECTS/SERVICES specified; and, it is agreed that only the following firms or independent consultants/contractors are to be employed to provide these PROJECTS/SERVICES, and that the aggregate money value of their PROJECTS/SERVICES shall not constitute more than forty-nine percent (49%) of the total amount of PROJECTS/SERVICES required under this AGREEMENT:

- a. Hargreaves Associates
- b. Architectural Resources Group Inc.
- c. ETM Associates
- d. Cumming Corporation

4. Consultants/contractors may be substituted and/or added by mutual AGREEMENT of A/E and the Director, County of Orange, OC Community Resources or his designee, hereinafter referred to as "DIRECTOR".

5. A/E's employment of independent consultants/contractors shall not relieve A/E from the performance of its own responsibilities pursuant to this AGREEMENT. However, all consultants/contractors independently contracting with COUNTY shall be independently liable to COUNTY for the performance of the work pursuant to their agreements, and A/E shall have no liability for work by contractors independently contracting with COUNTY.

B. PROJECTS/SERVICES

1. Description of PROJECTS/SERVICES

a. PROJECT/SERVICES to be performed by A/E shall consist of the work as specified herein and as required in Attachment A. If in the

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event Attachment A shall be in conflict with any provision of this AGREEMENT, the wording as set forth in Attachment A shall prevail.

b. A/E shall be responsible for submitting all PROJECTS/SERVICES to COUNTY in a form which has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional named in Section A herein; and, any PROJECTS/SERVICES not meeting this requirement will be returned to A/E prior to review by COUNTY.

2. Design Criteria and Standards

All PROJECTS/SERVICES shall be performed in accordance with instructions, criteria and standards set forth by the DIRECTOR.

3. Scheduling

a. Concurrently with starting work under the AGREEMENT, A/E shall prepare a progress work schedule and within 15 working days from the date of receipt of individual assignments from COUNTY, A/E shall submit to COUNTY two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of PROJECTS/SERVICES assignments. A/E progress work schedule shall include required COUNTY review period(s) set forth herein. An approved copy of the progress schedule will be returned to A/E.

b. A/E shall allow at least three (3) working days for COUNTY review of progress work schedule. In planning work A/E should anticipate and allow ten (10) working days for COUNTY review of each submittal required in Attachment A.

c. A/E shall meet with County on an "as-needed" basis as determined by DIRECTOR or his designee at least once every twenty (20) working days to review progress of work, adherence to progress work schedule, coordination of work and to resolve any problems that may develop.

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1 d. Within five (5) working days of each meeting, A/E shall
2 prepare a brief memorandum summarizing the results of the meeting and shall
3 submit it to COUNTY for concurrence.

4 e. A/E shall complete all the work of PROJECTS/SERVICES
5 and obtain all approvals by the COUNTY within the time frame indicated in
6 Attachment A except A/E shall not be responsible for any delay beyond the
7 control of A/E.

8 f. In the event A/E fails to complete the work and obtain
9 the approval of DIRECTOR in the time allowed, COUNTY shall have the option of
10 completing the work by its own forces or by contract with another firm. The
11 time allowed for A/E to complete the PROJECTS/SERVICES pursuant to this
12 AGREEMENT shall be extended for delay caused by COUNTY in completing its work
13 pursuant to this AGREEMENT which delay exceeds the agreed COUNTY review
14 and/or approval time periods.

15 **C. Assistance by COUNTY**

16 1. COUNTY shall assign an appropriate staff member to work with
17 A/E in connection with the work of this AGREEMENT. Said staff member's
18 duties will consist of the giving of advice and consultations, assisting A/E
19 in negotiations with other public agencies and private parties, miscellaneous
20 items which in the judgment of A/E or COUNTY's staff warrant attention, and
21 all other duties as may be described in Attachment A.

22 2. All of the above activities, however, shall be the primary
23 responsibility of A/E to schedule, initiate and carry through to completion.

24 **D. Non-Employment of COUNTY Personnel**

25 1. A/E agrees that it will neither negotiate, offer, or give
26 employment to any full-time, regular employee of COUNTY in professional
classifications of the same skills required for the performance of this

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1 AGREEMENT who is involved in this Project in a participatory status during
2 the life of this AGREEMENT regardless of the assignments said employee may be
3 given or the days or hours employee may work

4 2. Nothing in this AGREEMENT shall be deemed to make A/E, or any
5 of A/E's employees or agents, agents or employees of the COUNTY. A/E shall
6 be an independent contractor and shall have responsibility for and control
7 over the details and means for performing the work, provided that A/E is in
8 compliance with the terms of this AGREEMENT. Anything in the AGREEMENT which
9 may appear to give COUNTY the right to direct A/E as to the details of the
10 performance of the work or to exercise a measure of control over A/E shall
11 mean that A/E shall follow the desires of COUNTY, only in the results of the
12 work.

13 **E. Non-Discrimination**

14 1. In the performance of this AGREEMENT, A/E agrees that it will
15 comply with the requirements of the California Labor Code and not engage nor
16 permit any subcontractors to engage in discrimination in employment of
17 persons because of the race, religious creed, color, national origin,
18 ancestry, physical disability, mental disability, medical condition, marital
19 status, or sex of such persons.

20 2. A/E acknowledges that a violation of this provision shall
21 subject A/E to all the penalties imposed for a violation of the California
22 Labor Code.

23 **F. Employee Eligibility Verification**

24 1. A/E warrants that it fully complies with all Federal and
25 State statutes and regulations regarding the employment of aliens, and others
26 and that all its employees performing work under this AGREEMENT meet the
citizenship or alien status requirement set forth in Federal statutes and

1 regulations. A/E shall obtain, from all employees performing work hereunder,
2 all verification and other documentation of employment eligibility status
3 required by Federal or State statutes and regulations, including but not
4 limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324
5 et seq., as they currently exist and as they may be hereafter amended. A/E
6 shall retain all such documentation for all covered employees for the period
7 prescribed by the law.

8 2. A/E shall indemnify, defend with counsel approved in writing
9 by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees
10 from employer sanctions and any other liability which may be assessed against
11 A/E or the COUNTY or both in connection with any alleged violation of any
12 Federal or State statutes or regulations pertaining to the eligibility for
13 employment of any persons performing work under this AGREEMENT.

14 **G. Termination of Agreement for Cause**

15 1. If A/E breaches any of the covenants or conditions of this
16 AGREEMENT, COUNTY shall have the right to terminate this AGREEMENT upon ten
17 (10) days written notice prior to the effective day of termination.

18 2. A/E shall have the opportunity to cure the alleged breach
19 prior to termination.

20 3. In the event the alleged breach is not cured by A/E prior to
21 termination, all work performed by A/E pursuant to this AGREEMENT, which
22 work has been reduced to plans or other documents, shall be made available
23 to COUNTY.

24 **H. Termination for Convenience**

25 1. Notwithstanding any other provision of the AGREEMENT, COUNTY
26 may at any time, and without cause, terminate this AGREEMENT in whole or in
part, upon not less than seven (7) calendar days' written notice to the A/E.

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1 Such termination shall be effected by delivery to the A/E of a notice of
2 termination specifying the effective date of the termination and the extent
3 of the Work to be terminated.

4 2. A/E shall immediately stop work in accordance with the notice
5 and comply with any other direction as may be specified in the notice or as
6 provided subsequently by COUNTY.

7 3. COUNTY shall pay the A/E for the Work completed prior to the
8 effective date of the termination, and such payment shall be the A/E's sole
9 remedy under this AGREEMENT.

10 4. Under no circumstances will A/E be entitled to anticipatory
11 or unearned profits, consequential damages, or other damages of any sort as
12 a result of a termination or partial termination under this Paragraph.

13 5. A/E shall insert in all subcontracts that the subcontractor
14 shall stop work on the date of and to the extent specified in a notice of
15 termination, and shall require subcontractors to insert the same condition
16 in any lower tier subcontracts.

17 **I. Term and Maximum Compensation**

18 The term of this AGREEMENT is for three (3) years commencing on the date of
19 execution by the Board of Supervisors, with a maximum allowable compensation
20 of four hundred fifty three thousand, seven hundred and thirty dollars
21 (\$453,730.00), except as permitted in Paragraph J below.

22 **J. A/E Compensation and Extra Work**

23 For the PROJECTS/SERVICES authorized under this AGREEMENT, A/E
24 shall be compensated in accordance with the following:

25 1. For completion and approval of all PROJECTS/SERVICES where
26 "Extra Work" (defined as changes in approved portions of the PROJECT/SERVICES
required by and ordered in writing by DIRECTOR which changes constitute a

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change in or departure from said approved portions of PROJECTS/SERVICES) is not authorized, compensation including reimbursables shall be described and payable as stipulated in Fee Schedule, herein after referred to as "Attachment B", attached hereto and incorporated herein by reference.

2. Where extra work is authorized for PROJECTS/SERVICES:

a. The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by DIRECTOR. DIRECTOR may order Extra Work not to exceed five thousand dollars (\$5,000) for contracts of less than fifty thousand (\$50,000), and may order Extra Work up to ten percent (10%) for contracts not exceeding two hundred fifty thousand dollars (\$250,000). For contracts greater than two hundred fifty thousand dollars (\$250,000), Extra Work shall not exceed twenty-five thousand dollars (\$25,000) plus one percent (1%) of the original contract amount in excess of two hundred fifty thousand dollars (\$250,000). In no case shall Extra Work exceed one hundred thousand dollars (\$100,000).

b. A/E's billing for the Extra Work shall include but not be limited to names of A/E's staff employed in the Extra Work, classification of employees and number of hours worked.

3. For partial completion of work of PROJECTS/SERVICES followed by default on part of A/E:

a. For failure to complete and secure approval of the first required submittal, there shall be no compensation.

b. For failure to complete and secure approval of other authorized phases, A/E shall, upon completion of PROJECTS/SERVICES by others, be entitled to receive compensation based on approved work of PROJECTS/SERVICES not to exceed the amounts specified in Attachment A for that particular submittal, plus the reasonable value as determined by COUNTY of

1 the non-approved work; provided, however, that if the cost to COUNTY to
2 complete the contract exceeds the amount specified herein, A/E shall be
3 liable to COUNTY for such excess costs attributable to A/E's breach of the
4 AGREEMENT.

5 **K. Laws to be Observed**

6 A/E is assumed to be familiar with and, at all times, shall
7 observe and comply with all federal, state and local laws, ordinances and
8 regulations in any manner affecting the conduct of the PROJECTS/SERVICES.

9 **L. Errors and Omissions**

10 1. All PROJECTS/SERVICES submitted by A/E shall be complete and
11 shall be carefully checked prior to submission. A/E understands that
12 COUNTY's checking is discretionary, and A/E shall not assume that COUNTY will
13 discover errors and/or omissions. If COUNTY discovers any errors or
14 omissions prior to approving A/E's PROJECTS/SERVICES, the PROJECTS/SERVICES
15 will be returned to A/E for correction. Should COUNTY or others discover
16 errors or omissions in the work submitted by A/E after COUNTY's approval
17 thereof, COUNTY's approval of A/E's PROJECTS/SERVICES shall not be used as a
18 defense by A/E.

19 2. If A/E subcontracts portions of the architectural or
20 engineering design PROJECTS/SERVICES to be performed under the terms of this
21 AGREEMENT, A/E shall obtain evidence that such subcontractors have purchased

22 Professional Liability Insurance to the same limits as described in
23 Paragraph M and containing the same clauses as the insurance required of A/E
24 under the terms of this AGREEMENT. Evidence of subcontractor's insurance
25 shall be submitted to COUNTY upon request.

26 **M. Insurance**

1. Prior to the provision of services under this AGREEMENT, A/E

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1 agrees to purchase all required insurance at A/E's expense and to deposit
2 with COUNTY Certificates of Insurance, including all endorsements required
3 herein, necessary to satisfy COUNTY that the insurance provisions of this
4 AGREEMENT have been complied with and to keep such insurance coverage and the
5 certificates therefor on deposit with COUNTY during the entire term of this
6 AGREEMENT. COUNTY reserves the right to request that A/E provide COUNTY with
7 copies of the declarations page showing all endorsements and a certified copy
8 of the policy.

9 2. In addition, all subcontractors performing work on behalf of
10 A/E pursuant to this AGREEMENT shall obtain insurance subject to the same
11 terms and conditions as set forth herein for A/E.

12 3. All self-insured retentions (SIRs) or deductibles shall be
13 clearly stated on the Certificate of Insurance. If no deductibles or SIRs
14 apply, indicate this on the Certificate of Insurance with a zero (0) by the
15 appropriate line of coverage. Any deductible or self-insured retention (SIR)
16 in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall
17 specifically be approved by the County Executive Office (CEO)/Office of Risk
18 Management. A/E shall be responsible for reimbursement of any deductible to
19 the insurer.

20 4. If A/E fails to maintain insurance acceptable to COUNTY for
21 the full term of this AGREEMENT, COUNTY may terminate this AGREEMENT.

22 A. Qualified Insurer

23 1. Minimum insurance company ratings as determined by the most
24 current edition of the Best's Key Rating Guide/Property-Casualty/United
25 States or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII
26 (Financial Size Category).

2. The policy or policies of insurance must be issued by an

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insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

3. The policy or policies of insurance maintained by A/E shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made or occurrence

B. Required Coverage Forms

1. The Commercial General Liability coverage shall be written on Insurance Service Office (ISO) form CG 00 01, or substitute form providing liability coverage as broad.

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

C. Required Endorsements

1. The Commercial General Liability policy shall contain the

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following endorsements, which shall accompany the Certification of Insurance:

a) An Additional Insured endorsement using ISO form CG 20 10 or CG 20 33 or a form at least broad, naming the County of Orange, hereinafter referred to as "COUNTY", their elected and appointed officials, and employees as Additional Insured.

b) A primary non-contributing endorsement evidencing that the A/E's insurance is primary and any insurance maintained by the COUNTY shall be excess and non-contributing.

2. The Worker's Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against COUNTY and members of the Board of Supervisors, its elected and appointed officials, officers, employees and agents.

3. All insurance policies required by this AGREEMENT shall waive all rights of subrogation against COUNTY, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

4. All insurance policies required by this AGREEMENT shall give COUNTY thirty (30) days notice in the event of cancellation and ten (10) days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

5. If A/E's Professional Liability policy is a "claims made" policy, A/E shall agree to maintain professional liability coverage for two years following completion of contract.

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1 6. The Commercial General Liability policy shall contain a
2 severability of interests' clause (standard in the ISO CG 001 policy).

3 7. Insurance certificates should be forwarded to the COUNTY
4 address listed on the solicitation.

5 8. If the A/E fails to provide the insurance certificates and
6 endorsements within seven (7) days of notification by COUNTY, award may be
7 made to the next qualified vendor.

8 9. COUNTY expressly retains the right to require A/E to increase
9 or decrease insurance of any of the above insurance types throughout the term
10 of this AGREEMENT. Any increase or decrease in insurance will be as deemed
11 by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

12 10. COUNTY shall notify A/E in writing of changes in the
13 insurance requirements. If A/E does not deposit copies of acceptable
14 certificates of insurance and endorsements with COUNTY incorporating such
15 changes within thirty (30) days of receipt of such notice, this AGREEMENT may
16 be in breach without further notice to A/E, and COUNTY shall be entitled to
17 all legal remedies.

18 11. The procuring of such required policy or policies of
19 insurance shall not be construed to limit A/E's liability hereunder nor to
20 fulfill the indemnification provisions and requirements of this AGREEMENT,
21 nor act in any way to reduce the policy coverage and limits available from
22 the insurer.

23 **N. Indemnification**

24 A/E agrees to, indemnify, defend with counsel approved in writing
25 by COUNTY, and hold COUNTY, the County of Orange ("COUNTY"), their elected
26 and appointed officials, officers, employees, agents and those special
districts and agencies which COUNTY'S Board of Supervisors acts as the

governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the A/E. If judgment is entered against A/E and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of A/E and COUNTY or COUNTY INDEMNITEES, A/E and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve A/E of any insurance requirements or obligations created elsewhere in this AGREEMENT.

O. Award of Construction Agreement and Other Future Agreements

A/E is hereby informed that provisions of the Public Contract Code, the Political Reform Act of 1974, other statutes, regulations, and COUNTY policy prohibit, as an impermissible conflict of interest, the award of a contract for the construction of the project(s) on which A/E performed architectural-engineering services under this A/E AGREEMENT. A/E is hereby informed that these statutes and regulations could also prohibit the award to A/E of design or other contracts on future phases related to tasks performed by A/E under this AGREEMENT. This prohibition applies also to a subcontractor of or parent company of the firm that performed architectural-engineering tasks under this AGREEMENT.

P. Amendments

No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.

Q. Successors and Assigns

1 The terms and provisions of this AGREEMENT shall be binding upon
2 and inure to the benefit of the parties hereto and their successors and
3 assigns.

4 **R. Entirety**

5 This AGREEMENT contains the entire agreement between the parties
6 with respect to the matters provided for herein.

7 **S. Severability**

8 If any part of this AGREEMENT is held, determined, or adjudicated
9 to be illegal, void, or unenforceable by a court of competent jurisdiction,
10 the remainder of this AGREEMENT shall be given effect to the fullest extent
11 reasonably possible.

12 **T. Binding Obligation**

13 The PARTIES to this AGREEMENT represent and warrant that this
14 AGREEMENT has been duly authorized and executed and constitutes the legally
15 binding obligation of their respective organization or entity enforceable in
16 accordance with its terms.

17 **U. Governing Law and Venue**

18 1. This AGREEMENT has been negotiated and executed in the
19 State of California and shall be governed by and construed under the
20 laws of the State of California. In the event of any legal action to
21 enforce or interpret this AGREEMENT, the sole and exclusive venue shall
22 be a court of competent jurisdiction located in Orange County,
23 California, and the PARTIES hereto agree to and do hereby submit to the
24 jurisdiction of such court, notwithstanding Code of Civil Procedure,
25 Section 394.

26 2. The PARTIES specifically agree that by soliciting and
entering into and performing PROJECTS/SERVICES under this AGREEMENT, the A/E

1 shall be deemed to constitute doing business within Orange County from the
2 time of solicitation of work, through the period when all PROJECTS/SERVICES
3 under this AGREEMENT is completed, and continuing until the expiration of any
4 applicable limitations period.

5 **V. Child Support Enforcement Requirements**

6 1. To comply with child support enforcement requirements of the
7 COUNTY, within thirty (30) days of notification of selection for award of
8 PROJECTS/SERVICES, A/E agrees to complete and furnish to DIRECTOR the
9 information required in County of Orange Child Support Enforcement Contract
10 Certification, hereinafter referred to as "Attachment C," attached hereto and
11 incorporated herein by reference.

12 2. If A/E is not a corporation, general partnership, limited liability
13 partnership, or limited liability company, A/E shall, within thirty (30) days of
14 notification of selection of award of PROJECTS/SERVICES, complete and furnish to
15 DIRECTOR the information required in EDD Independent Contract Reporting Requirements,
16 hereinafter referred to as "Attachment D," attached hereto and incorporated
17 herein by reference.

18 3. It is expressly understood that this data will be transmitted
19 by COUNTY to governmental agencies charged with the establishment and
20 enforcement of child support orders and for no other purposes.

21 **W. Ownership of Documents**

22 1. All data, including but not limited to letters, reports,
23 files, plans, drawings, specifications, proposals, sketches, diagrams and
24 calculations, prepared by A/E and/or anyone acting under the supervision of
25 A/E pursuant to this AGREEMENT, shall become the property of COUNTY upon
26 preparation by A/E and may be used by the COUNTY as it may require without
additional cost to the COUNTY.

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2. COUNTY shall not be limited in any way to its use thereof at any time, including the release of this data to third parties. A/E shall be held harmless for release of such data as may be prepared or created under this AGREEMENT to any third party. If A/E and/or anyone acting under the supervision of A/E should later desire to use any of the data prepared in connection with this AGREEMENT, A/E shall first obtain the written approval of COUNTY.

X. Confidentiality

1. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to A/E in connection with the performance of this AGREEMENT shall be held confidential by A/E and/or anyone acting under the supervision of A/E and shall not, without the prior written consent of COUNTY, be used for any purposes other than the performance of the PROJECTS/SERVICES described in Attachment A, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the PROJECTS/SERVICES.

2. Nothing furnished to A/E which is generally known among counties in Southern California shall be deemed confidential.

3. A/E and/or anyone acting under the supervision of A/E shall not use COUNTY name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other medium without the express written consent of COUNTY.

Y. Publication

1. No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this AGREEMENT, are

1 to be released by A/E and/or anyone acting under the supervision of A/E to
2 any person, partnership, company, corporation, or agency, without prior
3 written approval by the COUNTY, except as necessary for the performance of
4 the services of this AGREEMENT. All press contacts, including graphic
5 display information to be published in newspapers, magazines, etc., are to be
6 administered only after COUNTY approval.

7 2. The A/E agrees that it will not issue any news releases or make
8 any contact with the media in connection with either the award of this
9 AGREEMENT or any subsequent amendment of, or effort under this AGREEMENT. A/E
10 must first obtain review and approval of said media contact from the COUNTY
11 through the COUNTY'S Project Manager. Any requests for interviews or
12 information received by the media should be referred directly to the COUNTY.
13 A/E's are not authorized to serve as a media spokespersons for COUNTY
14 projects without first obtaining permission from the COUNTY Project Manager.

15 **Z. Records and Audit/Inspections**

16 1. A/E shall keep an accurate record of time expended by A/E
17 and/or consultants employed by A/E in the performance of this AGREEMENT.

18 2. Within ten (10) days of COUNTY's written request, A/E shall
19 allow COUNTY or authorized State or Federal agencies or any duly authorized
20 representative to have the right to access, examine, audit, excerpt, copy or
21 transcribe any pertinent transaction, activity, time cards or other records
22 relating to this AGREEMENT.

23 3. A/E shall keep such material, including all pertinent cost
24 accounting, financial records and proprietary data for a period of three (3)
25 years after termination or completion of the AGREEMENT or until resolution of
26 any claim or dispute between the PARTIES, whichever is later.

1 4. Should A/E cease to exist as a legal entity, records
2 pertaining to this AGREEMENT shall be forwarded within a reasonable period of
3 time not to exceed sixty (60) days to its successor in interest or surviving
4 entity in a merger or acquisition, or, in the event of liquidation, to
5 COUNTY.

6 **AA. Notices**

7 1. Any and all notices, requests, demands and other
8 communications contemplated, called for, permitted, or required to be given
9 hereunder shall be in writing, except through the course of the PARTIES'
10 project managers' routine exchange of information and cooperation during the
11 PROJECTS/SERVICES.

12 2. Any written communications shall be deemed to have been duly
13 given upon actual in-person delivery, if delivery is by direct hand, or upon
14 delivery on the actual day of receipt, or no greater than four (4) calendar
15 days after being mailed by U. S. certified or registered mail, return receipt
16 requested, postage prepaid, whichever occurs first. The date of mailing shall
17 count as the first day.

18 3. All communications shall be addressed to the appropriate
19 party at the address stated herein or such other address as the parties
20 hereto may designate by written notice from time to time in the manner
21 aforesaid.

22 For A/E:

23 Name: LPA Inc.
24 Address: 5161 California Ave #100
25 City: Irvine
26 Attn: Kevin Sullivan, ASLA
 Phone: 949-261-1001
 E-mail: ksullivan@lpainc.com
 Fax: 949-260-1190

1 For COUNTY:

2 Name: County of Orange, OC Parks
3 Address: 13042 Old Myford Rd
4 City: Irvine
5 Attn: Scott Thomas
6 Phone: 949-923-3757
7 E-mail: scott.thomas@ocparks.com
8 Fax: 714-973-3338

9 **AB. Attorney's Fees**

10 In any action or proceeding to enforce or interpret any provision
11 of this AGREEMENT, or where any provision hereof is validly asserted as a
12 defense, each party shall bear its own attorney's fees, costs and expenses.

13 **AC. Interpretation**

14 1. AGREEMENT has been negotiated at arm's length and between
15 persons sophisticated and knowledgeable in the matters dealt with in this
16 AGREEMENT.

17 2. In addition, each PARTY has been represented by experienced
18 and knowledgeable independent legal counsel of their own choosing, or has
19 knowingly declined to seek such counsel despite having the opportunity to do
20 so.

21 3. Each PARTY further acknowledges that they have not been
22 influenced to any extent whatsoever in executing this AGREEMENT by any other
23 PARTY hereto or by any person representing them, or both.

24 4. Accordingly, any rule of law (including California Civil Code
25 Section 1654) or legal decision that would require interpretation of any
26 ambiguities in this AGREEMENT against the PARTY that has drafted it is not
applicable and is waived.

5. The provisions of this AGREEMENT shall be interpreted in a
reasonable manner to affect the purpose of the PARTIES and this AGREEMENT.

AD. Headings

The various headings and numbers herein, the grouping of provisions of this AGREEMENT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

AE. Acceptance

Unless otherwise agreed to in writing by COUNTY acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of COUNTY.

AF. Consent to Breach not Waiver

1. No term or provision of this AGREEMENT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

2. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

AG. Remedies Not Exclusive

The remedies for breach set forth in this AGREEMENT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this AGREEMENT does not preclude resort by either party to any other remedies provided by law.

AH. Independent Contractor

1. As referenced in Section D of this AGREEMENT, A/E shall be considered an independent contractor.

2. Neither A/E, its employees nor anyone working under A/E shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

AI. Bills and Liens

A/E shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. A/E shall not permit any lien or charge to attach to the work or the premises, **but if any does so attach, A/E shall promptly procure its release and, in accordance with the requirements of the indemnification paragraph above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses arising from or related thereto.**

AJ. Changes

A/E shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.

AK. Assignment

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this AGREEMENT nor any portion thereof may be assigned or sub-contracted by A/E, by any means whatsoever including but not limited to acquisition by merger, without the express written consent of COUNTY. Any attempt by A/E to assign or sub-contract the performance or any portion thereof of this AGREEMENT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this AGREEMENT.

AL. Changes in Ownership

A/E agrees that if there is a change or transfer in ownership, including but not limited to merger by acquisition, of A/E's business prior to completion of this AGREEMENT, the new owners shall be required under terms of sale or other transfer to assume A/E's duties and obligations contained in this AGREEMENT and to obtain the written approval of COUNTY of such merger or

1 acquisition, and complete the obligations and duties contained in the
2 AGREEMENT to the satisfaction of COUNTY.

3 **AM. Force Majeure**

4 A/E shall not be assessed with damages or unsatisfactory
5 performance penalties during any delay beyond the time named for the
6 performance of this AGREEMENT caused by any act of God, war, civil disorder,
7 employment strike or other cause beyond its reasonable control, provided A/E
8 gives written notice of the cause of the delay to COUNTY within thirty-six
9 (36) hours of the start of the delay and A/E avails himself of any available
10 remedies.

11 **AN. Compliance with Laws**

12 1. A/E represents and agrees that services to be provided under
13 this AGREEMENT shall fully comply, at A/E's expense, with all standards,
14 laws, statutes, restrictions, ordinances, requirements, and regulations
15 (collectively "laws"), including, but not limited to those issued by COUNTY
16 in its governmental capacity and all other laws applicable to the
17 PROJECTS/SERVICES at the time PROJECTS/SERVICES are provided to and accepted
18 by COUNTY.

19 2. A/E acknowledges that COUNTY is relying on A/E for such
20 compliance, and pursuant to the requirements of the indemnification paragraph
21 above, **A/E agrees that it shall defend, indemnify and hold COUNTY and COUNTY**
22 **INDEMNITEES harmless from all liability, damages, costs and expenses arising**
23 **from or related to a violation of such laws.**

24 **A0. Calendar Days**

25 Any reference to the word "day" or "days" herein means calendar
26 day or calendar days, respectively, unless otherwise expressly provided.

AP. Breach of Contract

EXHIBIT A

Agreement No MA 012-13010931
Revised 11-26-12 14:00

1 The failure of the A/E to comply with any of the provisions,
2 covenants or conditions of this AGREEMENT shall be a material breach of this
3 AGREEMENT. In such event, in addition to any other remedies available at law,
4 in equity, or otherwise specified in this AGREEMENT, the COUNTY may:

5 1. afford the A/E written notice of the breach and ten (10)
6 calendar days or such shorter time that may be specified in this AGREEMENT
7 within which to cure the breach;

8 2. discontinue payment to the A/E for and during the period in
9 which the A/E is in breach; and

10 3. offset those monies disallowed pursuant to the above, against
11 any monies billed by the A/E but yet unpaid by the COUNTY.

12 **AQ. Default**

13 1. In the event any equipment or service furnished by the A/E in
14 the performance of this AGREEMENT should fail to conform to the
15 specifications therein within one (1) calendar year from the COUNTY's
16 acceptance of the equipment or service, or any performance period
17 specifically specified within the specifications or AGREEMENT, whichever is
18 greater, the COUNTY may reject same, and it shall become the duty of the A/E
19 to reclaim and remove the items without expense to the COUNTY and to
20 immediately replace all such rejected equipment or service with others
21 conforming to such specifications, provided that should the A/E fail, neglect
22 or refuse to do so within one hundred and twenty (120) calendar days, the
23 COUNTY shall have the right to purchase on the open market a corresponding
24 quantity of any such equipment or service and to deduct from any monies due
25 or that may thereafter become due to the A/E the difference between the price
26 specified in this AGREEMENT and the actual cost to the COUNTY.

2. In the event the A/E shall fail to make prompt delivery as

1 specified of any equipment or service, the same conditions as to the rights
2 of the COUNTY to purchase on the open market and to reimbursement set forth
3 above shall apply, except as otherwise provided in this AGREEMENT.

4 3. In the event of the cancellation of this AGREEMENT, either in
5 whole or in part, by reason of the default or breach by the A/E, any loss or
6 damage sustained by the COUNTY in procuring any equipment or service which
7 the A/E agreed to supply under this AGREEMENT shall be borne and paid for by
8 the A/E.

9 4. Default shall include failure to carry out any of the
10 requirements of this AGREEMENT, including, but not limited to not providing
11 enough properly skilled workers or proper materials, persistently
12 disregarding laws and or ordinances, not proceeding with the
13 PROJECTS/SERVICES as agreed to herein, or otherwise substantially violating
14 any provision of this AGREEMENT.

15 5. Upon termination of the AGREEMENT with A/E, the COUNTY may
16 begin negotiations with a third-party A/E to provide goods and/or
17 PROJECTS/SERVICES as specified in this AGREEMENT.

18 6. The right of either party to terminate this AGREEMENT
19 hereunder shall not be affected in any way by its waiver of or failure to
20 take action with respect to any previous default.

21 **AR. Conflict of Interest Contractor Personnel**

22 1. The A/E shall exercise reasonable care and diligence to
23 prevent any actions or conditions that could result in a conflict with the
24 best interests of the COUNTY. This obligation shall apply to the A/E; the
25 A/E's employees, agents, and relatives; sub-tier contractors; and third
26 parties associated with accomplishing work and PROJECTS/SERVICES hereunder.

2. A/E's efforts shall include, but not be limited to
25

1 establishing precautions to prevent its employees or agents from: making,
2 receiving, providing or offering gifts, entertainment, payments, loans or
3 other considerations which could be deemed to appear to influence individuals
4 to act contrary to the best interests of the COUNTY.

5 **AS. Title to Data**

6 1. All materials, documents, data or information obtained from
7 the COUNTY data files or any COUNTY medium furnished to the A/E in the
8 performance of this AGREEMENT, will at all times remain the property of the
9 COUNTY. Such data or information may not be used or copied for direct or
10 indirect use by the A/E after completion or termination of this AGREEMENT
11 without the express written consent of the COUNTY.

12 2. All materials, documents, data or information, including
13 copies furnished by COUNTY and loaned to A/E for his temporary use, must be
14 returned to the COUNTY at the end of this AGREEMENT unless otherwise
15 specified by the DIRECTOR.

16 **AT. Availability of Funds**

17 The obligation of COUNTY is subject to the availability of funds
18 appropriated for this purpose, and nothing herein shall be construed as
19 obligating the COUNTY to expend or as involving the COUNTY in any contract or
20 other obligation for future payment of money in excess of appropriations
21 authorized by law.

22 **AU. Contract Construction**

23 The parties acknowledge that each party and its counsel have
24 reviewed this AGREEMENT and that the normal rule of construction to the
25 effect that any ambiguities are to be resolved against the drafting party
26 shall not be employed in the interpretation of this AGREEMENT or any
amendment or exhibits hereto.

AV. Waiver of Jury Trial

Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this AGREEMENT and/or any other claim of injury or damage.

///

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EXHIBIT A

Agreement No MA 012-13010931
Revised 11-26-12 14:00

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on
the dates opposite their respective signatures:

LPA Inc,
a California Corporation,

Date: _____

By _____
Signature

Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: _____

By _____
Signature

Print Name & Title

(If a corporation, the 2nd signature must be either be Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

COUNTY OF ORANGE,
a political subdivision of the State of
California

Date: _____

By _____
Chair of the Board of Supervisors
Orange County, CA

Signed and certified that a copy of this
document has been delivered to the Chair of
the Board per G.C. Sec 25103, Reso 79-1535
Attest:

Date: _____

Susan Novak
Clerk of the Board of Supervisors
County of Orange, California

Date: _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: Michael A. Hanch
Deputy

11-27-12

ATTACHMENT A

Orange County Community Resources OC Parks

ARCHITECT/ENGINEER (A/E) SERVICES FOR REGIONAL PARK AT FORMER MCAS TUSTIN GENERAL DEVELOPMENT PLAN

SCOPE OF WORK

I. INTRODUCTION

On February 28, 2012, the Board of Supervisors approved the Concept Plan for the Regional Park at the Former Marine Corps Air Station (MCAS) Tustin and authorized preparation of the General Development Plan (GDP). The park's location has been identified in the County's General Plan as a potential regional park site since the 1960s. The decision by the Federal Government to close the air station in 1992 led to the County seeking to acquire the property, including one of the base's historic blimp hangars, for a regional park. Subsequently, an 84.5-acre regional park site was included in the MCAS Tustin Specific/Reuse Plan.

The approved Concept Plan will serve as the basis for preparation of a GDP for the Regional Park and the associated environmental documentation. A number of park planning principles were used to develop the Concept Plan, including:

- Developing a traditional urban regional park with features such as large turf areas, group picnic areas with picnic shelters, and perimeter and internal walkways and trails.
- Adaptively reusing the North Blimp Hangar for a variety of non-exclusive activities, including special and community events, commercial filming, and blimp maintenance and repair.
- Incorporating sustainable elements in the proposed park's design that include preservation of existing buildings and recycling of existing on-site materials.
- Considering partnership opportunities that expand recreational and educational activities within the proposed park.

This Scope of Work involves preparation of the GDP for the Regional Park at Former Marine Corps Air Station (MCAS) Tustin.

II. SCOPE OF WORK

The following elements are listed as a clarification to the Scope of Work described on the following pages.

1. The project site is approximately 84.5 acres located at the former Marine Corps Air Station (MCAS) Tustin. The site currently has topographic and boundary survey, as-builts of existing conditions (including utilities) and buildings and an approved Concept Plan as prepared by Tait & Associates. The County has previously completed a study of the Blimp Hangar costs, physical restoration, and programming. The County will provide geotechnical information, CEQA documentation and all materials prepared to date for the regional park site.
2. The A/E shall use the following consultants to complete this Scope of Work:
 - Project Management – LPA, Inc.
 - Architecture – LPA, Inc.

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- Park Planning & Design – Hargreaves Associates
- Architectural Preservation - ARG
- Landscape Architecture – LPA, Inc.
- Civil Engineering – LPA, Inc.
- Electrical Engineering – LPA, Inc.
- Mechanical Engineering – LPA, Inc.
- Cost Estimation – Cumming Corporation
- Park Operations & Maintenance – ETM

3. The following consultants, for services, as needed, will be contacted by Orange County directly, and are excluded from this Scope of Work:

- Marketing Consultant
- Traffic Engineer
- Geotechnical Engineer
- Hazardous Materials Consultant
- CEQA/Environmental Consultant

TASK 1.0 – BASE MAPPING/DATA COLLECTION

The A/E shall provide the following services consisting of drawings and other documents illustrating existing site improvements, site characteristics and easements:

1.01 Base Map Preparation:

- a. Utilizing existing topographic and boundary definition, as provided by the County, A/E shall compile a Base Map at the appropriate scale for use in the GDP. The map will include, but not be limited to the following information: topography; structures; utilities; and landscape features.

1.02 Data Collection:

- a. The A/E shall preview all information on the project as provided by the County and assemble into a convenient data recall system.

SUMMARY

Meetings:

1. None.

Products:

1. Base Map.
2. Data Recall System.
3. Updated project schedule.

TASK 2.0 –SITE ANALYSIS/VISUAL SURVEY

2.01 Kickoff meeting:

- a. Meeting with County staff to discuss project.
- b. Site visit (one (1) total).
 1. Photo survey of the site.
 2. Walkthrough inspections of existing buildings to evaluate them for adaptive re-use.
 3. Evaluate existing infrastructure including sewer, water, storm drain, electrical, gas and communications.
 4. Evaluate existing views, topography and vegetation.
- c. Discuss the process to be utilized for the public outreach workshops.

SUMMARY

Meetings:

1. One (1) kick-off meeting with County staff.
2. One (1) site visit.

Products:

1. Photographic survey.
2. Existing conditions evaluation.
3. Format for workshop process.
4. Progress report.
5. Updated project schedule.
6. Meeting notes.

TASK 3.0 – GOALS, OBJECTIVES EVALUATION AND OPPORTUNITIES

3.01 Opportunities/Constraints Analysis:

- a. Prepare an opportunities and constraints map.
- b. Prepare an existing conditions map at appropriate scale.
- c. Based upon information surveyed in the field and provided by County staff, prepare a summary of utility availability, capacity and connection points.

3.02 Document Existing Structures to be Preserved:

- a. Define requirements of governing agencies for compliance with historical preservation regulations, and define necessary compliance procedures for future phases of the park development. Includes review of prior historical studies of the air base.
- b. Review relevant historical drawings and photographs that will inform the preservation, planning, and design work.
- c. Review previous adaptive reuse studies for the hangar. Evaluate architectural, structural, and other recommendations for potential impacts on the historical integrity of the building,

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and recommend preservation treatments that meet the Secretary of the Interior's Standards.

- d. Document existing buildings that are identified to remain and landscape features.
 - 1. Prepare accurate base drawings for existing buildings to remain (if none exist) for use in the Adaptive Reuse Study. Use original drawings as as-builts to document conditions of the historical structure. If no original drawings are available, measure in field and prepare as-built drawings for the existing buildings identified to remain.
 - 2. Assess the condition of each building: structural integrity, exterior material condition, interior finishes, and building systems.
 - 3. Document the condition in order to determine necessary repairs and upgrades.
 - 4. Record and evaluate physical remains found on the site and inside the buildings, such as historical artifacts, equipment, graffiti, etc., as appropriate.
 - 5. Identify the character-defining features of historical landscape elements, as appropriate, and buildings identified to be retained and adaptively reused.
 - 6. Recommend treatments for adaptive re-use of site features and buildings.
- e. Review biological resources (prepared by others) of the site.

3.03 Attend Meeting with County Staff to Discuss:

- a. Park planning principles.
- b. Goals for revenue generation.
- c. Goals for operations.
- d. Goals for park program.
- e. Goals for maintenance.

SUMMARY

Meetings:

- 1. One (1) staff meeting to discuss goals, facility evaluations, analysis, and opportunities and constraints.

Products:

- 1. Opportunities and constraints map.
- 2. Site analysis.
- 3. Goals and objectives.
- 4. Progress report.
- 5. Summary of Historical Preservation agency requirements.
- 6. Existing facilities document package.
 - a) As-built drawings (as necessary).
 - b) Photo documentation.
 - c) Condition Report for each building to be preserved.
 - d) Annotated drawings and photos that define features and character with recommendations for preserving or adaptively reusing the existing buildings and landscape elements, as identified by the County.
- 7. Updated project schedule.
- 8. Meeting notes.

TASK 4.0 – PROJECT PROGRAM/PARK GDP DESIGN

4.01 Program Development:

- a. Collaborate with team to clarify the overall goals of the project, and to define functional requirements, both qualitatively and in square feet. Develop inspired ideas for adaptively reusing the existing site and structures.
- b. Based on discussions with the County, develop a conceptual program for all structures to remain, new buildings and the park.
- c. Meet with County staff to discuss park program ideas for refinement.

4.02 Park Design Alternatives

- a. Based on the project program established during Task 4.01, collaborate with team to develop up to three (3) park programming distribution alternatives. Pair each alternative with relevant park precedents.
- b. Meet with County staff to discuss park programming distribution alternatives and precedents, and to prepare for Community Outreach Workshop #1.
- c. Conduct Community Outreach Workshop #1 during which the team shall solicit feedback on both the menu of intended programs and distribution alternatives.
- d. Review findings from Workshop #1, finalize program and identify preferred programming distribution alternative.
- e. Based on approved program and distribution alternative, develop up to three (3) Park Design alternatives.
- f. Meet with County staff to discuss Park Master Plan alternatives to prepare for Community Outreach Workshop #2.
- g. Conduct Workshop #2, during which the team shall solicit feedback on the alternatives.
- h. Review findings from Workshop #2 and identify a Preferred Park Design Alternative.
- i. Refine Park Design Plan Alternative into a Preferred Park Design Plan and Phasing Plan.
- j. Develop Conceptual Cost Estimate for the park improvements.
- k. Meet with County to review final plan, program and outline.

4.03 Operations & Management

- a. Perform brief assessment of current maintenance and operational responsibilities and practices.
- b. Develop Draft and Final Annual Operations and Maintenance Estimate based upon Preferred Park Design Plan.
- c. Develop infrastructure needs list to support anticipated special events uses in the park.
- d. Develop programming area needs for storage of park maintenance equipment and personnel.

SUMMARY

Meetings:

1. One (1) park program meeting with County staff.
2. Two (2) pre-workshop meetings with County staff.
3. Two (2) Community Outreach workshops.
4. Phone conferences, as needed.

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Products:

1. Workshop materials.
2. Progress report(s).
3. Three (3) programming distribution options.
4. Three (3) conceptual park design alternatives.
5. One (1) Final Park Design Plan.
6. One (1) Conceptual Cost Estimate.
7. Building floor plans and programmed uses.
8. Operations & Maintenance Program and Operating Budget Estimate Summary (full report in Appendix).
9. Estimated staffing needs—skilled and unskilled (amount of personnel plus associated costs).
10. O&M facilities needs and areas.
11. O&M equipment needs.
12. O&M narrative for GDP Document describing the above.
13. Updated project schedule.
14. Meeting notes.

TASK 5.0 – GDP DOCUMENT

5.01. Based upon all work to date, the A/E shall prepare a draft GDP Document including the following:

1. Final illustrative Park Design plan.
2. Technical site plan.
3. Grading concepts.
4. Sections and elevations.
5. Seven (7) Sketch-up renderings (one [1] of each park zone).
6. Circulation diagram.
7. Utilities diagram.
8. Entry monuments and conceptual signage.
9. Energy conservation measures recommendations.
10. Adaptive re-use architectural drawings of improvements and costs.
11. Parks Administration, Operations and Maintenance program.
12. Building floor plans and programs.
13. Phasing Diagram(s).
14. Statement of Probable Construction Cost Estimate.
15. Updated project schedule.
16. Meeting notes.

5.02. County meeting to review final GDP and prepare for OC Parks Commission meeting / Workshop #3.

a. Based upon input from 5.02 above, A/E shall finalize the GDP Document.

5.03. Conduct an OC Parks Commission Workshop to review the final Preferred Park Design Plan and GDP Document.

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- 5.04. Revise the GDP Document based on results from 5.03 above.
- 5.05. Meet with County staff to discuss presentation of final GDP Document to the County Board of Supervisors.
- 5.06. Attend County Board of Supervisors meeting for final GDP approval.

SUMMARY

Meetings:

- 1. Two (2) County staff meetings.
- 2. Two (2) agency review meetings.

Products:

- 1. Presentation materials, Final GDP Document in electronic (pdf) format and one (1) copy in final hard copy format per County requirements.
- 2. Process record document (progress reports, meeting minutes, workshop products, etc.).

III. COUNTY RESPONSIBILITIES

The following items are assumed to be County responsibilities:

- 1. SURVEY: County to provide an accurate and current title report coordinates, legal descriptions and easements.
- 2. GEOTECHNICAL ENGINEERING: The County shall provide a geotechnical report from which all structural and storm water information shall be based.
- 3. COMMUNITY PUBLIC MEETING NOTICES: The County shall notify community/public of public hearing(s) or agency meeting(s).
- 4. FEES: The County shall pay all government fees, permits, assessments, etc.
- 5. TRAFFIC ENGINEERING: If required, the County shall provide a current traffic engineering study and or consultant as required for the proper design of the project.
- 6. METHANE: The County shall provide a methane consultant and report as required for the proper design of facilities.
- 7. ENVIRONMENTAL: Studies for area-wide traffic impacts, cultural resources, stream preservation or modification, methane, soil mitigation or clean-up, oil operations, and sensitive habitat are not included in this proposal. It is anticipated that the County has the existing studies required.

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8. **DEMOLITION:** This proposal assumes the demolition of existing improvements will not be a part of these documents. It also assumes that the County has obtained, or will obtain, all required approvals and permits from governing authorities. Hazardous materials investigation and report shall be provided by the County and is not a part of this scope of work.

IV. SUPPLEMENTAL SERVICES

In addition to the generally sequential services chronologically arranged and described in Tasks 1 through 5, the A/E may provide the following supplemental services at the request of the County as additional services.

1. Special Studies services consisting of investigation, research and analysis of the County's special requirements for the Project and documentation of findings, conclusions and recommendations for Master Planning to provide design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project during the Construction Phase.
2. Model Construction services consisting of preparation of:
 - Small-scale block model(s) showing relationship of structure(s) to site.
 - Moderate-scale block model(s) of structure(s) designed for the Project.
 - Moderate-scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design.
 - Large-scale models of designated interior or exterior components of the Project.
3. Energy Studies services consisting of analyses of mechanical systems, fuel costs, on-site energy generation and energy conservation options for the County's consideration.
4. Graphics Design services consisting of:
 - Design of interior and exterior signs and identifying symbols.
 - Design of special logos or graphics for the Project.
 - Documentation of requirements for procurement of graphics work.
 - Managing procurement of graphics work.
 - Coordination of delivery and installation.
5. Project Promotion/Public Relations services relating to presentation of the Project to the public or identified groups and consisting of:
 - Preparation of press releases.
 - Preparation of special brochures and/or promotional pieces.
 - Assistance in production and distribution of promotional materials.
 - Presentations at public relations and/or promotional meetings.
6. Motion Pictures and Videotape services relating to preparation of promotional or explanatory presentations of the Project during the design and/or construction phases.

MEETINGS

Where the maximum number of meetings to be included in A/E's services is specified herein, A/E and A/E's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified in Section II herein shall be billed as Reimbursable Services.

V. ASSUMPTIONS

1. TITLE REPORT: Current title report including all easement, property survey lines and improvements, and topographic base and boundary delineation are to be provided by the County.
2. CONSULTANTS: The work of the Park Planner, Landscape Architect, Architect, Civil Engineer, Graphic Designer, Electrical Engineer, Cost Estimator, Architectural Preservationist, Mechanical Engineer and Park O&M Consultant are included as part of this contract. Any other necessary consultants are in addition to the contract.
3. RESPONSIBILITIES: The A/E shall be responsible for Planning and Design for the development of the site areas as stated on this contract. Any other site-related engineering or reports outside this scope of work shall be by others and are not included in this scope of work.
4. UTILITY COMPLIANCE: The coordination and review of designs with any outside agency for compliance with code requirements and obtaining of any necessary approvals shall be by others.
5. FEES: The County shall pay all government fees, permits, assessments, etc.
6. CITY STREET IMPROVEMENT EXCLUSIONS: Design improvements to adjacent city streets are excluded.
7. GEOTECHNICAL ENGINEERING: The County shall provide a geotechnical report from which all structural information shall be based.
8. CONSULTATION AND COORDINATION: All consultations and coordination not associated with specific meetings shall be conducted at the sole discretion of the Architect and Architect's consultant, and only as necessary for the Architect and Architect's consultants to complete the professional services of this agreement.
9. DOCUMENTS: Documents described in the preceding description of services shall be provided, as appropriate, for the needs of the project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.
10. Total proposed improvement area is approximately 84.5 acres.
11. Access points to the adjacent streets have been previously established and no off-site street improvements other than minor curb cuts are anticipated.

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12. The site is not located within the limits of a 100-year flood plain, and shall not include any new regional drainage improvements.

VI. ITEMS NOT INCLUDED IN THIS SCOPE OF WORK

1. Submittal(s), plan check, or permitting fees.
2. Traffic Control Plans.
3. Title Search/Topographic Survey/Boundary Delineation.
4. Off-Site Planning and Design.
5. Army Corps of Engineers and Fish & Game submittals and coordination.
6. Hydrology studies of off-site areas.
7. EIR or CEQA studies.
8. Section 106 compliance documentation.
9. Hazardous materials investigations.
10. Caltrans coordination.
11. Utility line replacement, relocation and adjustments, and upgrade of underground facilities on public streets.
12. Dry utility consultant.
13. Improvements to adjacent city streets.
14. Any consultant not specifically identified.
15. Annexation of site into County coordination with school district, noise/air quality studies, water rights, environmental studies, agency fees and permits (NPDES, excavation, flood control, etc.), property or ROW acquisitions, extraordinary requirements placed on the project by the governing agencies, revision to plans due to planning, layout or master plan changes, wetland investigation/mitigation, capital improvement program and/or finance plan.
16. Traffic studies, analysis or reports.
17. Traffic Control Plans/Intersection Signal Design.
18. Boundary Survey.
19. Record of Survey.
20. ALTA/ASCM Land Title Survey.
21. Fountain consultant and design.
22. Easements: The abandonment, revising, or writing of easements is not included in this scope of services.
23. Community group meetings and/or workshops beyond those identified in this scope of services.
24. Conditional Use Permit.
25. 3-D computer animated flythroughs, fund raising or marketing materials.

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26. Any item not specifically noted as included in the Scope of Services.
27. Kitchen or food service consultant.
28. Additional existing facility tours other than what is noted.
29. Fixtures, Furnishings & Equipment design, coordination, documentation or implementation.
30. Off-site engineering includes all areas outside the property line.
31. Energy services including evaluation and/or design of sustainable energy systems including but not limited to Photovoltaic, Solar Water, Co-Gen, Wind or other systems.
32. Special disciplines consultation services consisting of retaining, directing and coordinating the work of special disciplines consultants identified from the following list or any other sources not listed, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:
 - Acoustics.
 - Audio-Visual.
 - Communications.
 - Computer Technology.
 - Dry Utilities.
 - Ecology.
 - Economics.
 - Editorial.
 - Elevators/Escalators.
 - Environmental.
 - Fire Protection.
 - Food Service/Kitchen Design.
 - Geotechnical.
 - Methane.
 - Public Relations.
 - Reprographics.
 - Safety.
 - Security Systems Design & Engineering.
 - Soils/Foundations.
 - Parking Structure.
 - Transportation.
 - Enhanced Commissioning Agent.
 - Traffic Engineer.

VII. REIMBURSABLES

Reimbursable expenses are in addition the base fee; all reimbursable items shall require the written approval of the OC Parks Project Manager prior to incurring. Reimbursable items shall be accompanied by receipts or back-up documentation. The A/E shall exercise reasonable judgment in the selection of reimbursable items with regard to pricing. Reimbursable expenses shall be compensated at direct cost and shall include the following items:

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- A. Miscellaneous printing, reproduction, and delivery charges (Estimated at \$12,500). NOTE: Standard practice will be for vendors to invoice OC Parks for all printing, reproduction, and delivery charges.
- B. Travel expenses incurred for team meetings including public transportation, coach airfare, rental car, lodging, and meals (Estimated at \$12,350).
- C. Additional meetings not included in Section II of this Scope of Work (Estimated at \$20,000).

VIII. COMPENSATION

The following is the compensation to the A/E for the scope of services identified herein. The A/E shall be compensated for work completed on a monthly basis. Invoices shall be paid on the percentage of work completed each month within each task up to, but not exceeding the total fee allocated for that task as follows:

Task 1.0	Basic Mapping/Data Collection	\$ 16,890
Task 2.0	Site Analysis/Visual Survey	\$ 25,145
Task 3.0	Goals, Objectives, Evaluation	\$ 49,915
Task 4.0	Project Program/Park GDP Design	\$ 228,625
Task 5.0	GDP Document	\$ 88,305
TOTAL BASE FEE		\$ 408,880
Reimbursable Items		<u>\$ 44,850</u>
TOTAL		\$ 453,730

IX. PROJECT SCHEDULE /TIMING

Within five (5) working days following authorization to proceed, A/E shall furnish a detailed project schedule in gantt chart format to the OC Parks Project Manager for approval. The approved schedule shall become the baseline schedule. The A/E shall track progress relative to the baseline schedule at least every twenty (20) working days and submit tracked schedule to the OC Parks Project Manager. Re-baselining of the approved project schedule to account for additional approved scope (additional work per the Agreement) shall be subject to approval by the OC Parks Design Manager.

Following authorization to proceed by the County, the A/E shall complete Tasks identified within this Scope of Work within the following durations, or as extended or modified by OC Parks Design Manager:

Task 1	Base Mapping/Data Collection in 9 working days.
Task 2	Site Analysis/Visual Survey in 16 working days.
Task 3	Goals, Objectives Evaluation in 34 working days.
Task 4	Project Program/Park GDP Design in 70 working days.
Task 5	GDP Document in 32 working days.

The above projected task durations provide for completion of the project scope of work within approximately 180 working days.

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FEE SCHEDULE

Fee schedule

The following are the hourly billing rates for the design team:

LPA

	Hourly Rate
Principal	\$215.00
Senior Managing Director	\$195.00
Senior Project Director	\$180.00
Project Director	\$165.00
Senior Project Manager	\$150.00
Managing Professional	\$140.00
Senior Professional	\$125.00
Professional	\$115.00
Professional Staff	\$105.00
Intermediate Staff	\$ 95.00
Staff	\$ 85.00
Support Specialist	\$ 75.00
Clerical Staff	\$ 70.00

Hargreaves Associates

	Hourly Rate
Senior Principal 1	\$350.00
Senior Principal 2	\$300.00
Principal	\$210.00
Project Manager	\$ 90.00
Staff	\$ 80.00

Architectural Resources Group, Inc.

	Hourly Rate
Founding Principal	\$220.00
Principal	\$190.00
Associate Principal	\$170.00
Senior Designer, Architect, Planner, Historian, and Conservator	\$170.00
Architect, Planner II, Historian II, and Conservator II	\$135.00
Planner I, Historian I, Conservator I	\$130.00
Designer & Technical Staff	\$125.00
Administrative Staff	\$ 75.00

ETM Associates

	Hourly Rate
Principal	\$250.00
Associate	\$165.00
Senior Operations Staff	\$105.00
Operations Staff	\$ 70.00

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Cumming Corporation	Hourly Rate
President	\$210.00
Regional Manager	\$180.00
Project Manager	\$165.00
Scheduler	\$160.00
Cost Manager / MEP Cost Manager	\$150.00
Administrative	\$ 60.00

This hourly rate schedule is in effect until the expiration of this Agreement.