AGREEMENT

THIS AGREEMENT, dated for purposes of identification only this _____ day of _________, 2023, is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation,
hereinafter referred to as "ANAHEIM,"

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POPULOUS, INC., a Missouri corporation,
hereinafter referred to as "CONSULTANT."

ANAHEIM and CONSULTANT are sometimes individually referred to herein as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, ANAHEIM is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City of Anaheim; and

WHEREAS, ANAHEIM desires to obtain the services of CONSULTANT to provide a review and assessment of the current and future capital needs of Angel Stadium of Anaheim and to obtain a capital repair, replacement and improvement program (the "Project"); and

WHEREAS, CONSULTANT possesses the skill, experience, ability, background, certification and knowledge to provide the services for the Project as described in this Agreement; and

WHEREAS, ANAHEIM issued a Request for Proposals and received a proposal from CONSULTANT, has reviewed the previous experience and evaluated the expertise of CONSULTANT, and desires to retain CONSULTANT to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:
1. SERVICES TO BE PROVIDED BY CONSULTANT

In compliance with all of the terms and conditions of this Agreement, CONSULTANT shall provide to ANAHEIM all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project, including but not limited to completion of a comprehensive property condition assessment. The assessment shall consist of direct observation, review and interpretation of documents, interviews with personnel, input from management and ownership, and evaluation of the actual condition of the major physical elements, systems and operations. The assessment shall be conducted in such a way and at such times as to avoid disrupting the on-going operations of Angel Stadium of Anaheim. The purpose of the Property Condition Assessment is to establish a baseline on facility’s current condition focusing on infrastructure elements. The condition of the infrastructure will provide 1) an owner with a reasonable set of expectations regarding current condition, future repairs and replacement, and 2) provide cost estimates for future renovations. CONSULTANT shall also provide recommendations, prioritizing recommendations based on immediate need, opportunity and understanding of “Best Practices” in facility operations, and review specific sections of the Lease Agreement which detail the maintenance responsibilities of the Tenant, including but not limited to excerpts from Section 10 and Section 22 of the May 15, 1996 Lease Agreement between the City of Anaheim and Angels Baseball, LP, and provide an analysis of how these provisions relate to the current condition of Angel Stadium of Anaheim. In addition to the above described services, CONSULTANT shall also provide the services as more particularly described in the Request for Proposals dated February 15, 2023 (all together hereinafter referred to as “Services”), attached hereto as Exhibit “A” and incorporated hereby and CONSULTANT’s Proposal dated March 20, 2023, attached hereto as Exhibit “B” and incorporated herein by this reference ("Scope of Services").

In the event of conflicting provisions, the provisions shall govern in the following order: (1) this Agreement; (2) the Request for Proposals; and (3) the Proposal. ANAHEIM may elect to delete certain tasks from the Scope of Services in its sole discretion.

2. TERM

The term of this Agreement shall commence on the Effective Date of this Agreement as set forth in Section 38 herein, and shall terminate upon the completion of the Services described herein, unless terminated earlier as set forth in Section 25 herein (“Term”).

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of this Agreement and the Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The failure by CONSULTANT to perform the Services in a diligent and timely manner may result in termination of this Agreement by ANAHEIM.

3.2 The time period(s) specified for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, pestilence, and other natural catastrophes, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, civil disturbance or disobedience, sabotage,
restraint by court order or public authority and action or non-action by or inability to obtain the necessary authorization or approvals from any governmental agency or authority, and/or acts of any governmental agency, including ANAHEIM, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence has been unable to overcome, if CONSULTANT shall within ten (10) days of the commencement of such delay notify the Project Administrator in writing of the causes of the delay. The Project Administrator shall ascertain the facts and the extent of delay, and may extend the time for performing the Services for the period of the enforced delay if, in the reasonable judgment of the Project Administrator, such delay is justified. The Project Administrator's determination shall be final and conclusive upon the Parties to this Agreement. In the event of delay, however caused, CONSULTANT's sole remedy shall be an extension of this Agreement pursuant to this Section and CONSULTANT shall not be entitled to recover damages against ANAHEIM.

4. COMPENSATION

4.1 CONSULTANT shall be paid for the Services based on the amounts set forth in the Fee Proposal Form set forth in the Proposal attached hereto as Exhibit B and incorporated herein by reference (“Proposal”).

4.2 It is understood by and agreed between the Parties to this Agreement that full and complete payment for all Services provided in accordance with this Agreement, including, but not limited to, all reimbursable expenses and subcontractor fees, if any, shall not exceed Three Hundred Twenty-Five Thousand Dollars and No/100 Cents ($325,000.00) (“Contract Amount”).

4.3. Subject to the limitations set forth in this Section, the City Attorney is authorized to approve additional expenditures not to exceed ten percent (10%) of the Contract Amount for Extra Services not included in the Scope of Services (“Extra Services”); provided, the City Attorney determines, in his sole discretion, that (a) the Extra Services are necessary for the successful completion of the Services; (b) the proposed Extra Services are of a like nature that were not foreseen by ANAHEIM at the time of the award of the Agreement; (c) budget appropriations are available; and (d) in the professional opinion of the City Attorney, it is in the City's best interest to do so.

.01 In no event shall CONSULTANT render Extra Services beyond the scope of this Agreement without the written authorization of the City Attorney.

.02 All Extra Services approved in writing by the City Attorney shall be billed at either the rates set forth in the Proposal or at a fixed price, at ANAHEIM’s sole discretion. If billed at a fixed price, CONSULTANT shall provide ANAHEIM with a general description of the Extra Services to be performed with a proposed price. The Extra Services will be incorporated into the Services and the Agreement upon the execution of an Extra Services letter by both Parties which contains (a) the agreed price for the Extra Services; and a description of the Extra Services. CONSULTANT shall commence performance of the Extra Services either upon the execution of the Extra Services letter by the Parties or such other time expressly indicated therein.

.03 Except for the authority granted the City Attorney in this Section, no additional Services or Extra Services beyond the scope of this Agreement shall be rendered by CONSULTANT unless such Extra Services is first approved by written amendment to this Agreement.
4.4 CONSULTANT shall submit monthly invoices to ANAHEIM describing the work performed the preceding month. CONSULTANT’s bills shall include the name of the person who performed the work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all work billed on an hourly basis, and a description of any reimbursable expenditures. ANAHEIM shall pay CONSULTANT no later than thirty (30) days after receipt of the monthly invoice by ANAHEIM staff, unless ANAHEIM staff has a good faith dispute with such invoice, in which case it shall notify CONSULTANT of such dispute promptly and provide CONSULTANT an opportunity to cure such dispute.

4.5 All Parties recognize that the continuation of this Agreement after the close of any fiscal year of ANAHEIM, which fiscal year ends on June 30 of each year, shall be subject to budget approval providing for or covering such contract items as an expenditure in said budget. ANAHEIM does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget herein. No penalty shall accrue to ANAHEIM in the event this provision shall be exercised. Should termination be accomplished in accordance with this Section, a settlement shall be negotiated by the Parties based on items delivered, services provided, monies paid and monies due.

5. PROJECT MANAGER

5.1 CONSULTANT shall designate a Project Manager, who shall coordinate the Services. This Project Manager shall be available to ANAHEIM at all reasonable times during the Term of this Agreement. CONSULTANT has designated Eric Randolph to be its Project Manager. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager is a substantial inducement for ANAHEIM to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the Term of this Agreement for directing all activities of CONSULTANT and devoting sufficient time to personally supervise the provision of Services hereunder. The foregoing Project Manager may not be changed by CONSULTANT and no other personnel may be assigned to supervise the Services to be provided hereunder without the express written consent of ANAHEIM.

5.2 Any personnel or subconsultant, if any, who fail or refuse to perform the Services in a manner acceptable to ANAHEIM, or who are determined by ANAHEIM, in its sole reasonable discretion, to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by CONSULTANT at the request of ANAHEIM. CONSULTANT will continuously furnish the necessary personnel to complete the Services on a timely basis as contemplated by this Agreement.

6. ADMINISTRATION

This Agreement will be administered by the City’s Attorney Office. The employees of the City Attorney’s Office shall be authorized to take the following actions pursuant to this Agreement:

(i) The City Attorney or designee is authorized to take any and all actions on behalf of ANAHEIM as set forth herein, including review and approval of all Services performed by CONSULTANT under this Agreement and to terminate services in accordance with Section 25 of this Agreement.
7. STANDARD OF CARE

7.1 CONSULTANT shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the Services. CONSULTANT acknowledges that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the Services assigned to them.

7.2 CONSULTANT represents and warrants to ANAHEIM that it has, shall obtain, and shall keep in full force in effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of CONSULTANT to practice its profession. CONSULTANT shall maintain a City of Anaheim business license during the term of this Agreement.

8. FAMILIARITY WITH WORK

By executing this Agreement, CONSULTANT represents that CONSULTANT: (i) has thoroughly investigated and considered the Services to be performed; (ii) has carefully considered how the Services should be provided; and (iii) fully understands the facilities, difficulties and restrictions attending the provision of the Services under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the provision of such Services or as represented by ANAHEIM, CONSULTANT shall immediately inform ANAHEIM of such fact and shall not proceed except at CONSULTANT's risk until written instructions are received from ANAHEIM.

9. INDEPENDENT CONTRACTOR

9.1 Neither ANAHEIM nor any of its employees shall have any control over the manner, mode or means by which CONSULTANT, its agents or employees, perform the services required herein, except as otherwise set forth herein. Except as expressly provided herein, ANAHEIM shall have no voice in the selection, discharge, supervision or control of CONSULTANT's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. CONSULTANT shall perform all services required herein as an independent contractor of ANAHEIM and shall remain at all times as to ANAHEIM a wholly independent contractor with only such obligations as are consistent with that role. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of ANAHEIM. ANAHEIM shall not in any way or for any purpose become or be deemed to be a partner of CONSULTANT in its business or otherwise or a joint venture or a member of any joint enterprise with CONSULTANT.

9.2 In consideration for the compensation paid to CONSULTANT by ANAHEIM, CONSULTANT agrees that ANAHEIM shall not be liable or responsible for any benefits, including, but not limited to, worker's compensation, disability, retirement, life, unemployment, health or any other benefits and CONSULTANT agrees that it shall not sue or file a claim, petition or application therefore against ANAHEIM or any of its officers, employees, agents, representatives or sureties.
10. INSURANCE

10.1 Without limiting ANAHEIM’S right to indemnification, it is agreed that CONSULTANT shall secure, prior to commencing any activities under this Agreement, and maintain, during the term of this Agreement, insurance coverage as follows:

.01 Workers’ Compensation Insurance as required by California law and Employers Liability Insurance in an amount not less than $1,000,000 per occurrence/accident/illness/injury.

.02 Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, as well as Independent CONSULTANT’S Liability where appropriate, in an amount not less than $2,000,000 per occurrence, $4,000,000 annual aggregate, written on an occurrence form. Such insurance shall be written on a primary basis but may include a deductible or self-insured retention of more than $10,000 per occurrence, provided that such deductible or self-insured retention is disclosed to ANAHEIM, in writing, at the inception of this Agreement.

.03 Comprehensive Automobile Liability Coverage including—as applicable—owned, non-owned, and hired autos, in an amount not less than $2,000,000 per occurrence, combined single limit, as required by California law.

.04 Professional Liability Insurance, inclusive of Cyber Liability Insurance, in an amount not less than $2,000,000 per occurrence or per claim. Such insurance shall be written on a primary basis, but may include a deductible or self-insured retention of more than $10,000 per occurrence, provided that such deductible or self-insured retention is disclosed to ANAHEIM, in writing, at the inception of this Agreement.

10.2 Any required coverage written with primary and excess layers to satisfy the minimum requirements of this Agreement must be submitted for approval by ANAHEIM’s Risk Manager prior to the inception of the final Agreement.

CONSULTANT agrees that this insurance shall not be voluntarily cancelled by CONSULTANT, or limited in scope or coverage by CONSULTANT, until after thirty (30) days prior written notice has been given to the City Clerk, City of Anaheim, 200 S. Anaheim Blvd., Anaheim, CA 92805. This does not apply to cancellation for non-payment of premium, which requires notice of not less than ten (10) days.

10.3 Each insurance policy required by this Agreement, excepting policies for Professional Liability and Workers' Compensation, shall contain the following clauses or shall otherwise provide for the following conditions:

.01 "It is agreed that any insurance maintained by CONSULTANT pursuant to this Agreement shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City of Anaheim."

.02 "The City of Anaheim, its officers, agents, employees, representatives and ANAHEIM-designated volunteers are added as additional insureds as respects the acts, omissions, operations and activities of, or on behalf of, the named insured, in regard to products supplied to, or work or services performed for, or related to, the City of Anaheim."
10.4 Prior to commencing any work under this Agreement, CONSULTANT shall deliver to ANAHEIM insurance certificates confirming the existence of the insurance required under this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide ANAHEIM (i) endorsements to the insurance policies that add to these policies the applicable clauses referenced above, or (ii) in lieu of said endorsements, documentation acceptable to ANAHEIM evidencing that the coverage, terms, and conditions set forth in the above-referenced clauses are otherwise included in said insurance policies. Insurance required hereunder shall be placed with insurers (i) admitted to write insurance in California, (ii) possessing an A. M. Best’s rating of A VII or higher, or (iii) otherwise acceptable to ANAHEIM, with prior written permission from ANAHEIM. In the event that a claim or other legal action is filed against ANAHEIM, and if ANAHEIM, in its good faith opinion, believes it may have coverage under any of the insurance required herein, then ANAHEIM has the right to demand, and to receive within a reasonable time period, copies of the insurance policies related to such required insurance; provided, however, that this provision shall not apply if the parties agree that CONSULTANT shall fully defend, hold harmless, and indemnify ANAHEIM against any such claim or other legal action.

10.5 In addition to other remedies ANAHEIM may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, ANAHEIM may, at its sole option:

.01 Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or

.02 Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies ANAHEIM may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

10.6 Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's, (or CONSULTANT's contractors/subcontractor, if any) performance of the work covered under this Agreement.

10.7 In the event CONSULTANT hires other persons or firms to perform some of the work related to this Agreement, CONSULTANT shall ensure (i) that the acts or omissions of such persons or firms are covered under the above-referenced liability insurance, or (ii) that such firms maintain insurance equal to or better than, and subject to the same limits, terms and conditions as, the insurance required of CONSULTANT under this Agreement (except for firms that are not performing professional services—such firms shall not be required to carry the above-referenced professional liability insurance); and in either instance, CONSULTANT shall provide, or cause to be provided, evidence of such insurance coverage, reasonably acceptable to ANAHEIM.

10.8 ANAHEIM’S Risk Manager is hereby authorized to amend the requirements set forth herein in the event that such reduction is in ANAHEIM’S best interest.
11. INDEMNIFICATION

11.1 As respects acts, errors or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless ANAHEIM, its officials, officers, and employees from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature, directly arising out of the negligent acts, errors or omissions of the CONSULTANT or any SUB-AGENT in the performance of professional services under this Agreement.

11.2 As respects all acts, errors or omissions that do not arise directly out of the performance of professional services, including but not limited to those acts, errors or omissions typically covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at ANAHEIM’S option), and hold harmless ANAHEIM, its officials, officers, employees, agents, and representatives from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively referred to hereinafter as “Claims”), arising out of or in connection with CONSULTANT’S (or CONSULTANT’S AGENT or SUB-AGENT, if any) acts, errors, omissions, or work, relative to this Agreement; except for those Claims that arise out of the sole negligence or willful misconduct of ANAHEIM.

11.3 The obligations set forth in this indemnification provision (i) shall be in effect without regard to whether or not ANAHEIM, CONSULTANT, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii) shall survive the termination of this Agreement.

12. PREVAILING WAGES

Where required pursuant to the provisions of the State of California Labor Code or the Davis Bacon Act, not less than the general prevailing rate of per diem wages including legal holidays, and overtime work for each craft or type of workman needed to execute the work contemplated under this Agreement, shall be paid to all workmen employed on the work to be done according to this contract by CONSULTANT or any approved Subcontractor, and shall be deemed to include employer payments for health and welfare, pension, vacation and similar purposes. If both the Davis-Bacon Act and State of California prevailing wage laws apply and the federal and state prevailing rate of per diem wages differ, CONSULTANT and Subcontractor, if any, shall pay the higher of the two rates. Said prevailing rate of per diem wages are on file at the City of Anaheim, Office of the City Clerk, 200 South Anaheim Boulevard, Anaheim, California 92805, and are available to any interested party on request.

13. PROGRESS

CONSULTANT is responsible for keeping the Project Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the Services, activities performed and planned, and any meetings that have been scheduled or are desired.

14. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

The Parties recognize that a substantial inducement to ANAHEIM for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. Neither the whole nor any interest in, nor any of the rights or privileges granted under this
Agreement shall be assigned, transferred or encumbered in any way without the prior written consent of ANAHEIM. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to ANAHEIM. If ANAHEIM approves an assignment or transfer, this Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the permitted successors and assigns of CONSULTANT.

15. SUBCONTRACTING

Except for those subcontractors set forth in the Scope of Services, if any, CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of ANAHEIM. CONSULTANT shall be fully responsible to ANAHEIM for all acts and omissions of any approved subcontractor. Nothing in this Agreement shall create any contractual relationship between ANAHEIM and subcontractor nor shall it create any obligation on the part of ANAHEIM to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. ANAHEIM is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between the subcontractor and ANAHEIM pursuant to this Agreement.

16. USE AND OWNERSHIP OF DOCUMENTS AND DATA

16.1 ANAHEIM shall furnish to CONSULTANT such documents and materials as may be relevant and pertinent to the provision of services hereunder as ANAHEIM may possess or acquire.

16.2 All documents and materials furnished by ANAHEIM to CONSULTANT pursuant to Section 16.1 shall remain the property of ANAHEIM and shall be returned to ANAHEIM upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by CONSULTANT, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall, upon payment to CONSULTANT, become the exclusive property of ANAHEIM, and ANAHEIM shall have the sole right to use such materials in its discretion without further compensation to CONSULTANT or any other party. During the course of this Agreement, CONSULTANT shall, at CONSULTANT's sole cost and expense, provide such documents and material to ANAHEIM upon prior written request.

Documents and materials prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by ANAHEIM or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from CONSULTANT will be at ANAHEIM's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by ANAHEIM or persons other than CONSULTANT, is waived against CONSULTANT and ANAHEIM assumes full responsibility for such changes unless ANAHEIM has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

17. CONFIDENTIALITY

All documents, including drafts, preliminary drawings or plans, notes, ideas and communications that result from the Services provided under this Agreement, shall be kept confidential by CONSULTANT and are subject to the attorney-client privilege and/or may be
attorney work product, unless ANAHEIM authorizes, in writing, the release of said information.

18. INTELLECTUAL PROPERTY INDEMNITY

CONSULTANT shall defend and indemnify ANAHEIM, its agents, officers, representatives and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by CONSULTANT to ANAHEIM pursuant to this Agreement.

19. RECORDS

CONSULTANT shall keep records and invoices in connection with the work to be performed under this Agreement. CONSULTANT shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures and disbursements charged to ANAHEIM, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT under this Agreement. All such records and invoices shall be clearly identifiable. CONSULTANT shall allow a representative of ANAHEIM to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. CONSULTANT shall allow inspection of all work, data, Documents, proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment to CONSULTANT under this Agreement.

20. WITHHOLDINGS

ANAHEIM may withhold payment to CONSULTANT of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. CONSULTANT shall not discontinue work as a result of such withholding. CONSULTANT shall have an immediate right to appeal to the City Manager or his Designee with respect to such disputed sums and his/her decision shall be final. CONSULTANT shall be entitled to receive interest on any withheld sums at the rate of return that ANAHEIM earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

21. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence of CONSULTANT, CONSULTANT shall immediately, at no cost to ANAHEIM, perform professional services necessary to correct any such negligent errors or omissions in the work accomplished by CONSULTANT. Nothing in this paragraph is intended to limit ANAHEIM's rights under the law or any other sections of this Agreement.

22. ANAHEIM'S RIGHT TO EMPLOY OTHER CONSULTANTS

CONSULTANT acknowledges and agrees that this Agreement and the provision of services hereunder are nonexclusive and that ANAHEIM may enter into similar agreements with other entities for the provision of similar services.
23. CONFLICTS OF INTEREST

CONSULTANT or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which: (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this Agreement; and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

If subject to the Act, CONSULTANT shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by ANAHEIM. CONSULTANT shall indemnify and hold harmless ANAHEIM for any and all claims for damages resulting from CONSULTANT’s violation of this Section.

24. NOTICES

All notices, demands or other writings to be made, given or sent hereunder, or which may be so given or made or sent by either ANAHEIM or CONSULTANT to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3rd) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to ANAHEIM:  
City Clerk  
City of Anaheim  
200 S. Anaheim Boulevard, 2nd Floor  
Anaheim, California 92805  
FAX No. (714) 765-4105

With copies to:  
Office of the City Attorney  
City of Anaheim  
200 S. Anaheim Boulevard, 3rd Floor  
Anaheim, California 92805  
FAX No. (714) 765-5123

To CONSULTANT:  
Zachary Rudman, Chief Legal officer  
Populous, Inc.  
4800 Main Street, Suite 300  
Kansas City, Missouri 64112  
Phone: (816) 221-1500

25. ENFORCEMENT OF AGREEMENT

25.1 Events of Default.

.01 For purposes of this Section 25, the word "Default" shall mean the failure of CONSULTANT to perform any of CONSULTANT's duties or obligations or the breach by CONSULTANT of any of the terms and conditions set forth in this Agreement. In addition, CONSULTANT shall be deemed to be in Default upon CONSULTANT's (i) application for,
consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of CONSULTANT's assets or of CONSULTANT's interests hereunder.

.02 ANAHEIM shall not be deemed to be in Default in the performance of any obligation required to be performed by ANAHEIM hereunder unless and until ANAHEIM has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from CONSULTANT specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of ANAHEIM's obligation is such that more than thirty (30) days are required for its performance, then ANAHEIM shall not be deemed to be in Default if ANAHEIM shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

25.2 Immediate Termination for CONSULTANT's Default. CONSULTANT shall not be deemed to be in Default in the performance of any obligation required to be performed by CONSULTANT hereunder unless and until CONSULTANT has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from ANAHEIM specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of CONSULTANT's obligation is such that more than thirty (30) days are required for its performance, then CONSULTANT shall not be deemed to be in Default if CONSULTANT shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

25.3 Termination without Cause. ANAHEIM may terminate this Agreement at any time without the necessity of cause or Default by giving thirty (30) days' notice in writing to CONSULTANT. In such event, the Parties shall have no further rights hereunder, except that CONSULTANT shall be paid for all services rendered in accordance with the terms of this Agreement prior to such termination and shall receive payment in full for equipment and equipment that has been ordered that cannot be canceled. CONSULTANT may not terminate this Agreement except for cause.

26. COMPLIANCE WITH ALL LAWS

CONSULTANT shall at its own cost and expense comply with all applicable statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or enacted during the term of this Agreement. In addition, all work prepared by CONSULTANT shall conform to applicable local, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator.

27. WAIVER

A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.
28. INTEGRATED CONTRACT

This Agreement and the exhibits hereto contain the entire agreement of ANAHEIM and CONSULTANT with respect to the matters covered hereby, and no agreement, statement or promise made by either ANAHEIM or CONSULTANT which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

29. CONFLICTS OR INCONSISTENCIES

In the event there are any conflicts or inconsistencies between this Agreement and the Exhibits or any other attachments attached hereto, the terms of this Agreement shall govern.

30. INTERPRETATION

Each Party acknowledges that he / she / it has had the benefit of advice of competent legal counsel with respect to its decision to enter this Agreement. The provisions of this Agreement shall be interpreted to give effect to their fair meaning and shall be construed as prepared by both Parties.

31. AMENDMENTS

This Agreement may be modified or amended only by a written document executed by both CONSULTANT and ANAHEIM and approved as to form by the City Attorney.

32. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

33. REMEDIES CUMULATIVE

The remedies given to ANAHEIM and CONSULTANT herein shall be cumulative and are given without impairing any other rights given ANAHEIM or CONSULTANT by statute or law now existing or hereafter enacted and the exercise on any one (1) remedy by ANAHEIM or CONSULTANT shall not exclude the exercise of any other remedy.

34. NO THIRD PARTY BENEFICIARIES

The Parties intend that no rights nor remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.
35. CONTROLLING LAW AND VENUE

The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.

36. DISCRIMINATION

CONSULTANT agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry, national origin or other prohibited basis in its provision of Services or hiring of subcontractors or employees. To the extent this Agreement provides that CONSULTANT offer accommodations or services to the public, such accommodations or services shall be offered by CONSULTANT to the public on fair and reasonable terms.

37. AUTHORITY

Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants the he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. CONSULTANT shall, at ANAHEIM's request, deliver a certified copy of it governing board's resolution or certificate authorizing or evidencing such execution.

38. EFFECTIVE DATE

This Agreement shall be effective on the date on which this Agreement is executed by ANAHEIM ("Effective Date").

[Remainder of page intentionally left blank; signatures on next page]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

DATE OF EXECUTION: CITY OF ANAHEIM
a municipal corporation

By: ______________________

“ANAHEIM”

ATTEST:

By: ______________________
City Clerk of Anaheim

DATE OF EXECUTION: POPULOUS, INC., a Missouri corporation

By: ______________________

Printed Name: ______________________
Title: ______________________

“CONSULTANT”

APPROVED AS TO FORM:
ROBERT FABELA, CITY ATTORNEY

By: ______________________
Bryn M. Morley
Deputy City Attorney

Dated: ______________________

Attachment: Exhibit A
Exhibit B
Request For Proposals (RFP)

Angel Stadium of Anaheim
Property Condition Assessment

Angel Stadium of Anaheim
2000 Gene Autry Way
Anaheim, CA 92806

Key RFP Dates

<table>
<thead>
<tr>
<th>Event</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issuance Date</td>
<td>Wednesday, February 15, 2023</td>
</tr>
<tr>
<td>Mandatory Site Visit/Tour:*</td>
<td>Monday, February 27, 2023, 9:00 AM Pacific Daylight Time</td>
</tr>
<tr>
<td>Deadline for Bidder Questions:</td>
<td>Tuesday, March 7, 2023, 2:00 PM Pacific Daylight Time</td>
</tr>
<tr>
<td>City response to questions:</td>
<td>Tuesday, March 14, 2023</td>
</tr>
<tr>
<td>RFP Submittal Due:</td>
<td>Monday, March 20, 2023, 2:00 PM Pacific Daylight Time</td>
</tr>
<tr>
<td>Selection of Most Qualified Firm:</td>
<td>Monday, April 3, 2023</td>
</tr>
<tr>
<td>Facility Assessment Start Date:</td>
<td>Thursday, April 27, 2023</td>
</tr>
</tbody>
</table>

*Representative of Firm MUST attend the Mandatory Site Visit/Tour in order to submit a proposal

NOTE: City reserves the right to adjust timeline as necessary to meet City Council schedule
NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms for an Angel Stadium of Anaheim, Property Condition Assessment (“Project”). Responses to this Request for Proposals (RFP) will be accepted until Monday, March 20, 2023 by 2:00 p.m. Proposals received after this date/time will not be accepted. It is the responsibility of the Consultant to ensure that any proposals are submitted prior to this proposal due date and time.

Respondents must register with the City of Anaheim web portal in order to participate in this Project. There is no cost to create an account to view City of Anaheim projects if registering via www.anaheim.net/vendorportal.

Information on this RFP and any addenda will be available on the following website: www.anaheim.net/vendorportal RFP # 515-Angel-Stadium-of-Anaheim-Property-Condition-Assessment-02-15-2023.

Please submit your RFP response digitally via the City’s Planet Bids Vendor Portal, www.anaheim.net/vendorportal RFP # 515-Angel-Stadium-of-Anaheim-Property-Condition-Assessment-02-15-2023, by Monday, March 20, 2023, at 2:00 PM Pacific Daylight Time in the following format:

- Must contain a cover page with the name of the firm, date of submission and the words, “Angel Stadium of Anaheim Property Condition Assessment RFP # 515-Angel-Stadium-of-Anaheim-Property-Condition-Assessment-02-15-2023.”
- Proposed Business Plan (created using bidders individual format)
- Appendix 5 completed Proposal Form signed by an officer of the company that has contract signatory powers, i.e., President, Vice-President, or an individual authorized by corporate resolution or company by-laws which shall be the first page of the .pdf copy of the Proposal
- Letter-sized, 8-½ x 11in portrait format for text pages
- Any spreadsheets, PowerPoints, or diagrams can be letter-sized, landscape format if necessary
- All text should be black
- Free from excessive graphics or photos
- Provide a .pdf copy of a Property Condition Assessment for a similar project your firm prepared as a sample of your work
Mandatory Site Visit/Tour will be held at Angels Stadium of Anaheim at:

Date: Monday, February 27, 2023
Start Time: 9:00 AM Pacific Standard Time (tour expected to last approx. 3 hours)
Address:
   Angel Stadium of Anaheim
   2000 E. Gene Autry Way
   Anaheim, CA 92806
Meeting Location: Meet under the “Big A” near the 57 freeway

Representative of Firm MUST attend the Mandatory Site Visit/Tour in order to submit a proposal.
City of ANAHEIM
Request For Proposals (RFP)
Angel Stadium of Anaheim
Property Condition Assessment

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I. GENERAL

Nature of Work:
The City of Anaheim is seeking a consultant to provide an Angel Stadium of Anaheim, Property Condition Assessment. A detailed Scope of Work is included in Appendix 1 of this RFP.

II. PROPOSAL TERMS AND CONDITIONS

By submitting a Proposal, the Consultant acknowledges that it has thoroughly examined and accepts the Terms and Conditions of this RFP as described below:

A. EXAMINATION: Consultant represents that it has thoroughly examined and become familiar with the services and responsibilities required of this RFP and that it is capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in the relation to this RFP are fully incorporated.

B. EXECUTION OF AGREEMENT: The City and the selected Consultant will enter into an Agreement similar to the Sample Agreement in Appendix 2. If a Consultant is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to select the next most qualified Consultant or call for new Proposals, whichever the City deems most appropriate.

C. PROPOSAL VALIDITY: Services, pricing and warranties indicated in a respondent's Proposal must be valid for a period of 120 days after the submission of the Proposal.

D. PRE-CONTRACTUAL EXPENSES: Anaheim shall not, in any event, be liable for any pre-contractual expenses incurred by Consultants in the preparation of its proposal.

E. JOINT OFFERS/SUBCONSULTANTS: Where two or more Consultants desire to submit a single Proposal in response to this RFP, they should do so on a prime-subconsultant basis. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Should the use of subconsultants be offered, the Prime Consultant shall provide the same assurances of competence for the subconsultant plus the demonstrated ability to manage and supervise the subcontracted work. Subconsultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all subconsultants in the same manner as the Prime Consultant.
IIII. INSTRUCTIONS TO CONSULTANTS

A. CITY RESPONSIBILITIES
The City will provide information in its possession relevant to the preparation
of required information in RFP. The City will provide only the staff assistance
and documentation specifically referred to herein.

B. CONSULTANT RESPONSIBILITIES
Point of Contact: The selected Consultant will assume responsibility for all
services in its proposal. The selected Consultant shall identify a sole point
of contact with the greatest knowledge in regard to the required service
operations and contractual matters, including payment of any and all
charges resulting from the Agreement.

The Consultant shall be responsible for collecting and disseminating the
data, records, and documents in the preparation of all design documents.
The Consultant is expected to establish and maintain a close working
relationship with City staff throughout the project.

The selected Consultant shall maintain the same Project Manager for the
duration of the project, as specified in the approved proposal. In the event
the authorized Project Manager terminates employment, the Consultant
shall make a demonstrated and concentrated effort to maintain the Project
Manager in the key managerial position, unless extreme conditions prohibit
continuance. After contract execution, any substitution of the Project
Manager is discouraged and the replacement must be a licensed architect
or engineer in California and will require written City approval. The
Consultant shall perform not less than 50% (contract amount) of the work
with its own work force.

Any changes in the scope of work resulting in a contract increase or
decrease in fee shall be approved, in writing, by the City prior to the
commencement of an actual change of work. No fee adjustment shall be
allowed unless it is based on said prior written approval.

C. REQUEST FOR INFORMATION OR CLARIFICATION
All questions or requested clarifications shall be made in writing via the
PlanetBids Portal. The consultants are prohibited from communicating with
any City representative/employee/official/consultant/staff other than via the
PlanetBids Portal. Only questions and answers responded to on PlanetBids
or any addendums issued on PlanetBids will be a part of this RFP solicitation.
Consultants may submit written questions concerning this RFP on
PlanetBids per the Key RFP Dates on the title page. Questions will not be
able to be submitted after the stated deadline.

D. ADDENDA
Any changes in the RFP from the date of release to the due date of
submittal will result in an addendum or amendment. Participants will
receive notification of such addendum or amendment via the PlanetBids
project listing.
E. LICENSES & PERMITS
The selected Consultant shall be required to obtain a City of Anaheim Business license within ten (10) business days of the effective date of the Agreement and must provide a copy to the City Project Manager or designee prior to commencing any work in Anaheim. Additionally, the Consultant will be responsible for obtaining any licenses/permits required by the Scope of Work.

F. INSURANCE
The selected Consultant shall be required to obtain and submit insurance coverage and provide indemnification and hold harmless provisions in favor of the City of Anaheim as described in Appendix 3.

G. CITY RIGHT TO REJECT
The City reserves the right to reject any or all submitted proposals when such rejection is in the interest of the City to reject the Proposal of the Consultant who has not met the prerequisites of the RFP, who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the proposal of the Consultant who is, in the opinion of City, in a position unable to perform the contract. The City also reserves the right to waive any information and technicalities in the RFP. All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the Consultant. The City will only provide the staff assistance and documentation specifically referred to herein, and will not be responsible for any other cost or obligation that may be incurred by the Consultant. All proposals submitted to the City shall become the property of the City of Anaheim.

IV. SUBMITTAL REQUIREMENTS

A. GENERAL

1. Proposal Submittal and signature: Refer to Section I: General.

2. Deadline: Proposals are due to the City of Anaheim, at the date, time, and location set forth above in the Notice Inviting Proposals and Key RFP Dates.

B. PROPOSAL CONTENTS
All proposals shall be limited to a MAXIMUM of 50 pages, including appendices, charts, pictures, tables, schedule, resource allocation table and resumes but excluding addendum acknowledgements, sample property condition assessment report, Fee Proposal Form (Appendix 5), and Conflict of Interest Form (Appendix 4). The Proposal shall be on Letter sheets (8.5"x11"). Font size shall be minimum 11-point Arial.

1. STATEMENT OF QUALIFICATIONS
The Statement of Qualifications may include the following:
a. **Cover Letter**: Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include address, telephone, email address, and type of business entity.

b. **Agreement Statement**: Proposals shall include a statement outlining your concurrence or concerns with any and all provisions as contained in the standard agreement in Appendix 2 of this RFP.

c. **Firm and Team Experience**: Proposals shall include a profile of the firm’s experience. Include resumes of project team/sub-consultants that outline their technical and property condition assessment experience. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, firm size, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual’s time devoted to this project. The project manager/principal agent shall be the primary contact person to represent your firm. Provide a demonstrated record of success by the consultant on work previously performed for the City, other municipalities, or other enterprises. The Consultant’s organization and all associated Consultants and subconsultants must be identified at the time of the proposal. If the Consultant wishes to use a subconsultant not specified in the proposal, prior written approval must be obtained from the City. The subcontract must contain all required provisions of the prime contract.

d. **Understanding of Need**: Proposals shall include an outline which demonstrates the firm’s understanding of the scope of work. This outline should include an anticipated approach, tasks necessary for successful completion, and suggestions or special concerns that the City should be made aware of. Proposal must articulate a thorough understanding of the scope of work, and any relevant local, State and Federal requirements.

e. **Relevant Project Experience**: Proposal shall include a list of projects which your firm or personnel have completed within the last 5 years, including significant work with public agencies. Project information should include project description, year completed, and client name, along with a person to contact, a telephone number, and email address. Consulting firm must demonstrate it has performed at least one (1) property condition assessment during the last five years of a venue hosting a major professional sports team (i.e., Major League Baseball, National Football League, National Hockey League, National Basketball Association, Major League Soccer).
f. **Quality Control / Quality Assurance:** Provide a description of your Quality Assurance and Quality Control process / procedures and explain how it will ensure quality work and an on-time product delivery.

g. **Project Controls:** Describe your firm’s ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.

2. **SCOPE OF SERVICES & SCHEDULE**

The Proposal shall detail the work phases to be completed, the tasks to be accomplished and the deliverables to be provided in order to satisfy the Scope of Work in Appendix 1. Consultants may itemize those additional services which are further required in the servicing of the project but are not noted in this RFP as requirements. Consultants shall title this section as ADDITIONAL SERVICES.

In addition, provide a detailed schedule. The detailed schedule shall identify all pertinent tasks, time required to complete each task, milestones, time for City review (use 15 calendar days for each review), time for revising drafts, and tentative completion date to complete the assessment.

3. **FEE PROPOSAL**

A copy of the signed Fee Proposal shall be the first page of the .pdf copy of the Proposal (Appendix 5).

A list of fees and expenses, including all incidental printing, photocopying and miscellaneous costs estimated to be accrued during the life of the contract must be provided in the reimbursable costs. Total proposed fees, including the consultant’s and any sub-consultant’s hourly rate schedules, shall be submitted with the proposal. The schedule of fees will remain in effect for the duration of the Project.

All work is to be invoiced to the City in accordance with this proposal and the Agreement for Consultant Services. The City will make payments no more than once monthly on approved invoices up to the negotiated fee. The invoice shall be reviewed and signed by the Consultant Project Manager certifying its accuracy. Consultant shall not proceed with any additional scope items without an approved addendum executed by the City.

Invoices should include, at minimum, all of the following:

- Prepared on the Consultant’s letterhead;
- Signed by the Consultant’s project manager;
- Have a unique invoice number;
• Appropriate documentation attached for all cost and reimbursements;
• If the contract involved milestones, each milestone should be invoiced separately;
• If the contract involved subconsultants, a separate invoice for each subconsultant should be attached in the same format as the prime Consultant’s invoice and should be included in the summary of the prime Consultant’s invoice;
• A summary of the reimbursements to-date and a summary of the funds remaining in the contract. This should be compared to the local agency’s own record of reimbursements to-date and a summary of the funds remaining in the contract;
• A summary of all payments to-date and funds remaining in the contract for each subconsultant.

V. MINIMUM QUALIFICATIONS

Architectural, Engineering or Consulting firm who has performed at least one (1) property condition assessment during the last five years of a venue hosting a major professional sports team (i.e., Major League Baseball, National Football League, National Hockey League, National Basketball Association, Major League Soccer).

SELECTION PROCESS and EVALUATION CRITERIA

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

VI. PROPOSAL REVIEW (CONSULTANT SELECTION)

An internal Review Board selected by the City will review the proposals received. The final ranking of the consultants will be based upon qualifications evaluated from on the criteria below. The criteria and their associated weights, upon which the evaluation of the proposals will be based includes, but is not limited to, the following (see following page):
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max Points</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Quality of the Proposed Approach to the Scope of Work (30 points)</strong> – Understanding and discussion of technical challenges/issues; methodology and technical plan of operations; innovation and thoroughness in work approach; project management plan, work flow, reporting, and quality assurance procedures.</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td><strong>Experience and Qualifications of Proposer (30 points)</strong> – Company background and history; relevant experience with similar projects; client references. Adequacy of resources; understanding of task sequencing and major milestone events.</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>All team members, including subconsultants, shall be clearly identified in the firm/team’s proposal. Proposals should clearly identify the project manager and include that person’s resume and relevant experience with similar projects. The dedication of time (as a percentage of available weekly work hours) to be spent on the project by the project manager should also be included. Finally, state the names of persons, their respective titles/roles, resumes, and dedication of time for any team member who will play a significant role in this project.</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td><strong>Cost (25 points)</strong> – Total cost to City for this project.</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td><strong>Example Report (15 points)</strong> – The example report provided will be evaluated for thoroughness and compatibility with City’s goals for this project.</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

Upon completion of the qualifications-based evaluation and ranking of proposals, the City will initiate negotiations with the most highly qualified firm to arrive at a fair and reasonable compensation given the proposed scope of work. If the City and the firm are unable to negotiate a contract, the City may terminate negotiations and initiate negotiations with the next most qualified firm.

**VII. AWARD OF AGREEMENT**

**A. CONTRACT AWARD**

Following the evaluation and rating by the proposal Review Board, the City of Anaheim’s City Attorney’s Office and Convention, Sports & Entertainment Department will request approval of the agreement with the selected Consultant.

**B. EXECUTION OF AGREEMENT**

A Sample agreement is included as Appendix 2. The term of the agreement will begin after the agreement is fully executed, and all required bonds, insurance documents have been received and approved and the Notice to Proceed (NTP) has been issued by the City.
VIII. IMPLEMENTATION

A. NOTICE TO PROCEED

After execution of the Agreement, a Notice to Proceed (NTP) will be issued to establish the start date of the agreement.

B. KICK-OFF MEETING

A kick-off meeting will be held after the Notice to Proceed has been issued. Consultant and its team will meet with City of Anaheim staff to conduct introductions, discuss scope of services, and the assessment process.

IX. PUBLIC RECORDS

All responses to the RFP shall become property of the City, and proposals will become public record after award of the agreement. Consultant information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.
APPENDIX 1
SCOPE OF WORK

Angel Stadium of Anaheim, Property Condition Assessment

The City of Anaheim ("City") is seeking proposals from architectural/engineering firms and/or facility consulting firms interested in performing a property condition assessment for Angel Stadium of Anaheim, home of Major League Baseball's Los Angeles Angels, located at 2000 E Gene Autry Way, Anaheim, CA 92806. The City is seeking firms that have extensive experience completing property condition assessments similar in size and scope to the one described within this Request for Proposal.

I. STADIUM INFORMATION (from mlb.com)

Anaheim Stadium had been the home of the Angels since their move from Los Angeles following the 1965 season. The stadium opened April 9, 1966, as the California Angels hosted the San Francisco Giants in an exhibition game. The franchise's first American League game was April 19, 1966 vs. the Chicago White Sox. The Los Angeles Angels played at Wrigley Field in 1961 and Chavez Ravine from 1962-65.

Renovations to Anaheim Stadium began Oct. 1, 1996, reverting the 30-year old structure back to a baseball-only facility. On Sept. 15, 1997, the renovated stadium's new name was announced: Edison International Field of Anaheim. On Dec. 29, 2003, the Angels announced the stadium would be renamed Angel Stadium of Anaheim. Total cost for the stadium renovation was estimated at $100 million and the project was completed in time for the Anaheim Angels Opening Day, April 1, 1998.

The original Anaheim Stadium seated 43,204 (later 43,250). The stadium underwent construction in 1979-80 for additional seating to accommodate the Los Angeles Rams of the NFL. Upon completion in 1981, the stadium seated 65,158 (later 64,593) for baseball. The Rams left Anaheim for St. Louis, MO in 1995. The new Angel Stadium of Anaheim has a seating capacity of approximately 45,050.

II. PROPERTY CONDITION ASSESSMENT

The City seeks to engage the services of a qualified architectural/engineering firm and/or facility management firm to provide a review and assessment of the current and future capital needs of Angel Stadium of Anaheim and to obtain a capital repair, replacement, and improvement program.

The selected firm shall conduct an architectural and engineering assessment of Angel Stadium of Anaheim and prepare documentation, as described herein, regarding the condition of the venue and recommendations with respect to capital repair and replacement plans and matters relating thereto. The selected firm shall evaluate the condition of the existing facility, document issues or defects based on observations, provide estimates of the expected life of the various components, and recommend items for repair and replacement and the range of associated costs.
III. SCOPE OF WORK

The scope of services requested through this RFP will be for the completion of a comprehensive property condition assessment as described herein.

The assessment shall consist of direct observation, review and interpretation of documents, interviews with personnel, input from management and ownership, and evaluation of the actual condition of the major physical elements, systems and operations.

It is expected that the assessment will occur during non-event day(s). The assessment shall be conducted in such a way and at such times as to avoid disrupting the on-going operations of Angel Stadium of Anaheim.

The purpose of the Property Condition Assessment is to establish a baseline on facility’s current condition focusing on infrastructure elements. The condition of the infrastructure will provide 1) an owner with a reasonable set of expectations regarding current condition, future repairs and replacement, and 2) provide cost estimates for future renovations. The proposed comprehensive assessment shall include the following areas:

Architectural
   Condition of interior finishes, exterior components, bowl seating
Major Systems
   Mechanical, electrical, plumbing, fire protection
Structural
   Load bearing walls, concrete, exterior sidewalks and façade, light standards, parking lots
Entertainment Electronic Systems
   Audio/video, TV production and distribution, interactive displays
Operations and Electronic Systems
   Security, Telephone/Data/POS, Wi-Fi/DAS System
Food Service, Concessions, Catering, Merchandise
   Analyze concessions, vending, quick service stands, and any premium services, in-seat service, catering and merchandise operations
Vertical Transportation
   Elevator and escalator function; current operation and ongoing maintenance
Roofs
   Membranes, water diversion and penetrations
Capital Expense Matrix
   Research, develop and deliver a capital expenditure matrix that will assist the owner/operator in budgeting and making capital improvement decisions.

The following are descriptions and examples that apply that describe the scope of work for each of the elements of a property condition assessment:

A. Architectural Review

The architectural review of the facility shall consist of the inspection and evaluation of the condition of interior and exterior finishes and general architectural components of the building. It may also include a review of the functional efficiency of particular areas. This portion of the assessment will:
• Provide a review of current conditions of the following:
  o Seating
  o Team Spaces
  o Premium Spaces
  o Social Spaces
  o Media Spaces
  o Event Production Spaces
  o Groundskeeping Spaces
  o Storage
  o Restrooms
  o Concourses
  o Entry Gate
  o Circulation
  o Wayfinding
  o Metal Cladding and Glazing
  o Exterior Features to the Curb Line (Pedestrian Plazas & Walkways)

• Provide an objective view on the functionality of a given space in order to develop recommendations on modifications for improvement

B. **Major Systems Reviews**

This includes the review of mechanical, electrical, plumbing, and fire protection system. The following are descriptions and examples of the work in this area:

• Observe and document the physical and operating condition of equipment and systems.

Evaluate each selected system and comment on the following:

• The current physical and operating condition of selected components, equipment, and building systems with an estimate of their remaining useful life. The estimate of remaining useful life will be based on no changes to the current PM program for the respective equipment or system.

• Identification of systems that are not operating as designed or as needed to satisfactorily serve the patrons and users. We will recommend other sequence of control modifications that may reduce operational costs, as applicable.

• Recommendations on preventive maintenance actions to be implemented in the short term and the long term to prolong useful life and increase the operating efficiency of the equipment. Based on the remaining useful life of the equipment, recommendations on replacement may be made.
C. **Structural Review**

Evaluate the condition, capacity, suitability and performance of the facility’s structural systems.

Conduct reviews of documents, on-site observations, and conceptual analysis to evaluate the condition, capacity, suitability and performance of the building structural systems.

**Structural systems include:**

- Catwalks
- Concrete
- Foundations, basement walls and access tunnels
- Fixed seating area
- Structure to support rigging
- Walls supporting roofs
- Exterior sidewalks & façade
- Parking lots

D. **Entertainment Electronic Systems Review**

In each of the following areas review current condition of equipment, set-up and operation to maximize current performance and possibilities for system upgrades.

- Sound Systems
- Information Displays
- Large Screen Video Displays
- Video Production
- Video Distribution
- Electronic Signage

E. **Operations Electronic Systems**

**Access Control & Monitoring**

- Review current perimeter door monitoring (efficiency and potential gaps)
- Review access control (card readers) and control points within current facility operations
- Review and discuss current deployment of video surveillance at perimeter points, within the seating bowl, and areas of recent security concern (e.g. air handling areas)
- Review exterior surveillance. Identify obstructed areas, propose solutions (e.g. it is very common for trees to grow and block cameras)
- Identify potential locations where biometric access (e.g.; thumb/palm reader) may be appropriate
- Review exterior support/access points to the project and determine appropriate
monitoring and control elements (e.g. manholes, air intakes, etc.)
- Review monitoring of building systems such as HVAC units, coolers, etc.
- Review extent of surveillance cameras, what they can and cannot see
- Review surveillance in regards to operational control (crowds, concessions, cash rooms, commissary) vs. potential external threats such as surrounding streets, entrances, and parking lots

**Telecommunications and IT**

- Review data backbone topology and media for bandwidth and speed
- Review phone system including switch
- Wireless internet systems

**F. Food Service, Concessions, Catering and Merchandise Review**

- **General Food and Beverage Issues**
  - General wear and tear on facilities and equipment
  - Review cleaning and pest control programs
  - Review preventative maintenance programs
  - Ice machines and other service equipment
  - Concession stands and bars
  - Counters
  - Menu boards
  - Cooking and preparation equipment
  - Portables
  - Point of Sale

- **Concession Stands**
  - Counters and casework
  - Cooking and preparation equipment
  - Wall and floor finishes

- **Commissary and Kitchens**
  - Cooking and preparation equipment
  - Wall and floor finishes

- **Team Stores and Portable Merchandise Stands**
  - General wear and tear on facilities and equipment
  - Point of Sale

**G. Vertical Transportation Review**

This includes the review of escalators and elevators with the following examples of the work in this area:

- Observe and document the physical and operating condition of equipment and systems.
- Evaluate how the systems are actually operating.
• Evaluate existing preventive maintenance program.
• Review condition of vertical transportation components.
• Provide order of magnitude costs for repair and replacement based on current conditions.

Evaluate each selected system and comment on the following:

• The current physical and operating condition of selected components, equipment, and building systems with an estimate of their remaining useful life. The estimate of remaining useful life will be based on no changes to the current PM program for the respective equipment or system.
• Identification of systems that are not operating as designed or as needed to satisfactorily serve the patrons and users. We will recommend other sequence of control modifications that may reduce operational costs, as applicable.
• Recommendations on PM actions to be implemented in immediately, and then over the next year, to prolong useful life and increase the operating efficiency of the equipment. Based on the remaining useful life of the equipment, recommendations on replacement may be made.

H. **Roofs**

Assess the condition of the roofing membranes, penetrations, seams and water diversion devices.

I. **Capital Expense Matrix**

Provide a 20-year capital expense matrix in a format that can be updated by the City as changes occur in the CPI and construction costs. The capital expense shall be broken down into five (5) year increments and display, at a minimum, each item or system, the frequency of repairs/replacement, the estimated cost in 2023 dollars, as well as each year for that item over the 20 year period utilizing estimated CPI increases as appropriate.

The successful bidder will prioritize each item High, Medium or Low based on the following:

**High Priority** - items that should be addressed immediately to maintain serviceability due to end of life or obsolescence and if the associated item’s replacement is needed to maintain the safety of the facility.

**Medium Priority** - items that should be addressed in the near term to mitigate further deterioration of the item and ensure the overall serviceability is maintained.

**Low Priority** - items that should be addressed once the high and medium priority items have been repaired or replaced to sustain the overall serviceability for the long-term.

**General**

It is expected that the assessment will consist of two parts:
1. Written report that includes the following:
   - Executive Summary
   - Methodology and Approach
   - Detail for each category assessed which shall include a priority list
   - Summary of the Capital Expense Plan

2. Capital Expense Plan
   - Document that includes detail on item(s) or system(s) and the replacement schedule shown over a 20 year period, broken into 5 year increments, and prioritized High, Medium and Low
   - Plan should be provided to City in the native software so that City may manipulate data in the future

REQUIREMENTS

Coordinate with the designated City representative to coordinate timing and schedule.

Endeavor to meet with facility representatives to discuss the current views of the facility, including their primary concerns with regard to:

- Current maintenance issues
- Operational issues - review and prioritize operator’s current working list
- Plans for future improvements or updating

DELIVERABLES

Written Narrative

Provide an electronic report of findings with photographic reference and recommendations. Prioritize recommendations based on immediate need, opportunity and understanding of “Best Practices” in facility operations. In addition, review specific sections of the Lease Agreement which detail the maintenance responsibilities of the Tenant, including but not limited to the below excerpts from Section 10 and Section 22 of the Lease, and provide an analysis of how these provisions relate to the current condition of Angel Stadium of Anaheim:

“Tenant (Angels Baseball LP) will maintain the Baseball Stadium in good condition and Repair, subject to ordinary wear and tear, at its sole expense (subject to Section 10(b) relating to Landlord's contribution to the Capital Reserve), the standard of maintenance to which Tenant will adhere in the maintenance of stadiums, such as, on the date hereof, Kansas City and Dodger stadiums, taking into account the age and design of such stadiums; provided, however, that Tenant will not be required to upgrade equipment and systems (such as scoreboard, public address system, telecommunication facilities) in order to remain state of the art with other stadiums, but all such equipment and systems shall be maintained at least to the standard of the Benchmark described below.”
“Tenant will operate the Baseball Stadium in a manner which is consistent with first class professional baseball stadium operating practices used in Major League Baseball, such as, on the date hereof, Kansas City and Dodger stadiums (the "Benchmark Standard"); provided, however, that in the case of evaluating the physical condition of the Baseball Stadium, the Benchmark Standard shall take into account the age of the Baseball Stadium. For the purpose of determining compliance by Landlord with this Section 22(a), reference shall be made solely to the Benchmark Standard.”

A copy of the May 15, 1996 Lease Agreement between the City of Anaheim and Angles Baseball, LP may be view on the City website at: https://www.anaheim.net/DocumentCenter/View/38434/1996-Angel-Stadium-lease-with-exhibits- or by searching the following in your URL search bar: 1996-Angel-Stadium-Lease-with-exhibits-.
APPENDIX 2
SAMPLE AGREEMENT

AGREEMENT

THIS AGREEMENT, dated for purposes of identification only this _____ day of
__________, 2023, is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation,
hereinafter referred to as "ANAHEIM,
A
N
D

______________________, a __________________,
hereinafter referred to as "CONSULTANT."

ANAHEIM and CONSULTANT are sometimes individually referred to herein as "Party" and collectively as
"Parties."

WITNESSETH:

WHEREAS, ANAHEIM is a municipal corporation duly organized and validly existing under the laws of the State of
California with the power to carry on its business as it is now being conducted under the statutes of the State of
California and the Charter of the City of Anaheim; and
WHEREAS, ANAHEIM desires to obtain the services of CONSULTANT to provide a review and assessment of the
current and future capital needs of Angel Stadium of Anaheim and to obtain a capital repair, replacement and
improvement program (the "Project"); and
WHEREAS, CONSULTANT possesses the skill, experience, ability, background, certification and knowledge to
provide the services for the Project as described in this Agreement; and
WHEREAS, ANAHEIM has solicited and received a proposal from CONSULTANT, has reviewed the previous
experience and evaluated the expertise of CONSULTANT, and desires to retain CONSULTANT to render
professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND
CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SERVICES TO BE PROVIDED BY CONSULTANT

In compliance with all of the terms and conditions of this Agreement, CONSULTANT shall provide to ANAHEIM
all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately
supply the professional consulting services necessary for the Project ("Services") and are more particularly described
in CONSULTANT's Proposal dated __________________, attached hereto as Exhibit "A" and incorporated herein
by this reference ("Scope of Services").

In the event of conflicting provisions, the provisions shall govern in the following order: (1) this Agreement and (2)
the Proposal. ANAHEIM may elect to delete certain tasks from the Scope of Services in its sole discretion.

2. TERM

The term of this Agreement shall commence on the Effective Date of this Agreement as set forth in Section 38 herein,
and shall terminate upon the completion of the Services described herein, unless terminated earlier as set forth in
Section 25 herein ("Term.")

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of this Agreement and the Services shall be performed to
completion in a diligent and timely manner. The failure by CONSULTANT to perform the Services in a diligent and
timely manner may result in termination of this Agreement by ANAHEIM.
3.2 The time period(s) specified for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of CONSULTANT, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, pestilence, and other natural catastrophes, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, civil disturbance or disobedience, sabotage, restraint by court order or public authority and action or non-action by or inability to obtain the necessary authorization or approvals from any governmental agency or authority, and/or acts of any governmental agency, including ANAHEIM, which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence has been unable to overcome, if CONSULTANT shall within ten (10) days of the commencement of such delay notify the Project Administrator in writing of the causes of the delay. The Project Administrator shall ascertain the facts and the extent of delay, and may extend the time for performing the Services for the period of the enforced delay if, in the judgment of the Project Administrator, such delay is justified. The Project Administrator's determination shall be final and conclusive upon the Parties to this Agreement. In the event of delay, however caused, CONSULTANT's sole remedy shall be an extension of this Agreement pursuant to this Section and CONSULTANT shall not be entitled to recover damages against ANAHEIM.

4. COMPENSATION

4.1 ANAHEIM shall pay CONSULTANT for the Services rendered, pursuant to this Agreement, in the amount of __________________________ pursuant to the fee proposal set forth in Exhibit A and incorporated herein by reference (“Schedule of Compensation”). CONSULTANT and ANAHEIM agree that no changes to the fee proposal set forth in Exhibit A shall be made during the term of this Agreement without the prior written approval of ANAHEIM.

4.2 No Extra Services shall be rendered by CONSULTANT, unless such Extra Work is first approved by written amendment to this Agreement. As used herein, “Extra Work” means any work that is determined by ANAHEIM to be necessary for the proper completion of the Services, but which is not included within the Scope of Services and which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work billed on a time and expense basis shall be paid in accordance with billing rates set forth in the Schedule of Compensation.

4.3 CONSULTANT shall submit monthly invoices to ANAHEIM describing the work performed the preceding month. CONSULTANT’s bills shall include the name of the person who performed the work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all work billed on an hourly basis, and a description of any reimbursable expenditures. ANAHEIM shall pay CONSULTANT no later than thirty (30) days after approval of the monthly invoice by ANAHEIM staff.

4.4 All Parties recognize that the continuation of this Agreement after the close of any fiscal year of ANAHEIM, which fiscal year ends on June 30 of each year, shall be subject to budget approval providing for or covering such contract items as an expenditure in said budget. ANAHEIM does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget herein. No penalty shall accrue to ANAHEIM in the event this provision shall be exercised. Should termination be accomplished in accordance with this Section, a settlement shall be negotiated by the Parties based on items delivered, services provided, monies paid and monies due.

5. PROJECT MANAGER

5.1 CONSULTANT shall designate a Project Manager, who shall coordinate the Services. This Project Manager shall be available to ANAHEIM at all reasonable times during the Term of this Agreement. CONSULTANT has designated _________________ to be its Project Manager. It is expressly understood that the experience, knowledge,
capability and reputation of the foregoing Project Manager is a substantial inducement for ANAHEIM to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the Term of this Agreement for directing all activities of CONSULTANT and devoting sufficient time to personally supervise the provision of Services hereunder. The foregoing Project Manager may not be changed by CONSULTANT and no other personnel may be assigned to supervise the Services to be provided hereunder without the express written consent of ANAHEIM.

5.2 Any personnel or subconsultant, if any, who fail or refuse to perform the Services in a manner acceptable to ANAHEIM, or who are determined by ANAHEIM, in its sole discretion, to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by CONSULTANT at the request of ANAHEIM. CONSULTANT warrants that it will continuously furnish the necessary personnel to complete the Services on a timely basis as contemplated by this Agreement.

6. ADMINISTRATION

This Agreement will be administered by the City’s Attorney Office. The employees of the City Attorney’s Office shall be authorized to take the following actions pursuant to this Agreement:

(i) The City Attorney or designee is authorized to take any and all actions on behalf of ANAHEIM as set forth herein, including review and approval of all Services performed by CONSULTANT under this Agreement and to terminate services in accordance with Section 25 of this Agreement.

7. STANDARD OF CARE

7.1 CONSULTANT shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the Services. CONSULTANT warrants that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the Services assigned to them. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement; all applicable federal, state and local laws; and the professional standard of care.

7.2 CONSULTANT represents and warrants to ANAHEIM that it has, shall obtain, and shall keep in full force in effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of CONSULTANT to practice its profession. CONSULTANT shall maintain a City of Anaheim business license during the term of this Agreement.

8. FAMILIARITY WITH WORK

By executing this Agreement, CONSULTANT represents and warrants that CONSULTANT: (i) has thoroughly investigated and considered the Services to be performed; (ii) has carefully considered how the Services should be provided; and (iii) fully understands the facilities, difficulties and restrictions attending the provision of the Services under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the provision of such Services or as represented by ANAHEIM, CONSULTANT shall immediately inform ANAHEIM of such fact and shall not proceed except at CONSULTANT’s risk until written instructions are received from ANAHEIM.

9. INDEPENDENT CONTRACTOR

9.1 Neither ANAHEIM nor any of its employees shall have any control over the manner, mode or means by which CONSULTANT, its agents or employees, perform the services required herein, except as otherwise set forth herein. Except as expressly provided herein, ANAHEIM shall have no voice in the selection, discharge, supervision or control of CONSULTANT’s employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. CONSULTANT shall perform all services required herein as an independent contractor of ANAHEIM and shall remain at all times as to ANAHEIM a wholly independent contractor with only such obligations as are consistent with that role. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of ANAHEIM. ANAHEIM shall not in any way or for any purpose become or be deemed to be a partner of CONSULTANT in its business or otherwise or a joint venture or a member of any joint enterprise with CONSULTANT.

9.2 In consideration for the compensation paid to CONSULTANT by ANAHEIM, CONSULTANT agrees that ANAHEIM shall not be liable or responsible for any benefits, including, but not limited to, worker's compensation, disability, retirement, life, unemployment, health or any other benefits and CONSULTANT agrees that it shall not sue or file a claim, petition or application therefore against ANAHEIM or any of its officers, employees, agents, representatives or sureties.
10. INSURANCE

10.1 Without limiting ANAHEIM’S right to indemnification, it is agreed that CONSULTANT shall secure, prior to commencing any activities under this Agreement, and maintain, during the term of this Agreement, insurance coverage as follows:

.01 Workers’ Compensation Insurance as required by California law and Employers Liability Insurance in an amount not less than $1,000,000 per occurrence/accident/illness/injury.

.02 Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, as well as Independent CONSULTANT’S Liability where appropriate, in an amount not less than $2,000,000 per occurrence, $4,000,000 annual aggregate, written on an occurrence form. Such insurance shall be written on a primary basis but may include a deductible or self-insured retention of more than $10,000 per occurrence, provided that such deductible or self-insured retention is disclosed to ANAHEIM, in writing, at the inception of this Agreement.

.03 Commercial Automobile Liability Coverage including—as applicable—owned, non-owned, and hired autos, in an amount not less than $2,000,000 per occurrence, combined single limit, as required by California law.

.04 Professional Liability Insurance, inclusive of Cyber Liability Insurance, in an amount not less than $2,000,000 per occurrence or per claim. Such insurance shall be written on a primary basis, but may include a deductible or self-insured retention of more than $10,000 per occurrence, provided that such deductible or self-insured retention is disclosed to ANAHEIM, in writing, at the inception of this Agreement.

10.2 Any required coverage written with primary and excess layers to satisfy the minimum requirements of this Agreement must be submitted for approval by ANAHEIM’s Risk Manager prior to the inception of the final Agreement.

CONSULTANT agrees that this insurance shall not be voluntarily cancelled by CONSULTANT, or limited in scope or coverage by CONSULTANT, until after thirty (30) days prior written notice has been given to the City Clerk, City of Anaheim, 200 S. Anaheim Blvd., Anaheim, CA 92805. This does not apply to cancellation for non-payment of premium, which requires notice of not less than ten (10) days.

10.3 Each insurance policy required by this Agreement, excepting policies for Professional Liability and Workers’ Compensation, shall contain the following clauses or shall otherwise provide for the following conditions:

.01 “It is agreed that any insurance maintained by CONSULTANT pursuant to this Agreement shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City of Anaheim.”

.02 “The City of Anaheim, its officers, agents, employees, representatives and ANAHEIM-designated volunteers are added as additional insureds as respects the acts, omissions, operations and activities of, or on behalf of, the named insured, in regard to products supplied to, or work or services performed for, or related to, the City of Anaheim.”

10.4 Prior to commencing any work under this Agreement, CONSULTANT shall deliver to ANAHEIM insurance certificates confirming the existence of the insurance required under this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide ANAHEIM (i) endorsements to the insurance policies that add to these policies the applicable clauses referenced above, or (ii) in lieu of said endorsements, documentation acceptable to ANAHEIM evidencing that the coverage, terms, and conditions set forth in the above-referenced clauses are otherwise included in said insurance policies.

Insurance required hereunder shall be placed with insurers (i) admitted to write insurance in California, (ii) possessing an A. M. Best’s rating of A VII or higher, or (iii) otherwise acceptable to ANAHEIM, with prior written permission from ANAHEIM. In the event that a claim or other legal action is filed against ANAHEIM, and if ANAHEIM, in its good faith opinion, believes it may have coverage under any of the insurance required herein, then ANAHEIM has the right to demand, and to receive within a reasonable time period, copies of the insurance policies related to such required insurance; provided, however, that this provision shall not apply if the parties agree that CONSULTANT shall fully defend, hold harmless, and indemnify ANAHEIM against any such claim or other legal action.

10.5 In addition to other remedies ANAHEIM may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, ANAHEIM may, at its sole option:
.01 Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or

.02 Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies ANAHEIM may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

10.6 Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's, (or CONSULTANT's contractors/subcontractor, if any) performance of the work covered under this Agreement.

10.7 In the event CONSULTANT hires other persons or firms to perform some of the work related to this Agreement, CONSULTANT shall ensure (i) that the acts or omissions of such persons or firms are covered under the above-referenced liability insurance, or (ii) that such firms maintain insurance equal to or better than, and subject to the same limits, terms and conditions as, the insurance required of CONSULTANT under this Agreement (except for firms that are not performing professional services—such firms shall not be required to carry the above-referenced professional liability insurance); and in either instance, CONSULTANT shall provide, or cause to be provided, evidence of such insurance coverage, reasonably acceptable to ANAHEIM.

10.8 ANAHEIM’S Risk Manager is hereby authorized to amend the requirements set forth herein in the event that such reduction is in ANAHEIM’S best interest.

11. INDEMNIFICATION

11.1 As respects acts, errors or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless ANAHEIM, its officials, officers, and employees from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature, directly arising out of the negligent acts, errors or omissions of the CONSULTANT or any SUB-AGENT in the performance of professional services under this Agreement.

11.2 As respects all acts, errors, omissions that do not arise directly out of the performance of professional services, including but not limited to those acts, errors or omissions typically covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at ANAHEIM'S option), and hold harmless ANAHEIM, its officials, officers, employees, agents, and representatives from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively referred to hereinafter as “Claims”), arising out of or in connection with CONSULTANT’S (or CONSULTANT’S AGENT or SUB-AGENT, if any) acts, errors, omissions, or work, relative to this Agreement; except for those Claims that arise out of the sole negligence or willful misconduct of ANAHEIM.

11.3 The obligations set forth in this indemnification provision (i) shall be in effect without regard to whether or not ANAHEIM, CONSULTANT, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii) shall survive the termination of this Agreement.

12. PREVAILING WAGES

Where required pursuant to the provisions of the State of California Labor Code or the Davis Bacon Act, not less than the general prevailing rate of per diem wages including legal holidays, and overtime work for each craft or type of workman needed to execute the work contemplated under this Agreement, shall be paid to all workmen employed on the work to be done according to this contract by CONSULTANT or any approved Subcontractor, and shall be deemed to include employer payments for health and welfare, pension, vacation and similar purposes. If both the Davis-Bacon Act and State of California prevailing wage laws apply and the federal and state prevailing rate of per diem wages differ, CONSULTANT and Subcontractor, if any, shall pay the higher of the two rates. Said prevailing rate of per diem wages are on file at the City of Anaheim, Office of the City Clerk, 200 South Anaheim Boulevard, Anaheim, California 92805, and are available to any interested party on request.

13. PROGRESS

CONSULTANT is responsible for keeping the Project Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the Services, activities performed and planned, and any meetings that have been scheduled or are desired.

14. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS
The Parties recognize that a substantial inducement to ANAHEIM for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assigned, transferred or encumbered in any way without the prior written consent of ANAHEIM. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to ANAHEIM. If ANAHEIM approves an assignment or transfer, this Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the permitted successors and assigns of CONSULTANT.

15. SUBCONTRACTING

Except for those subcontractors set forth in the Scope of Services, if any, CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of ANAHEIM. CONSULTANT shall be fully responsible to ANAHEIM for all acts and omissions of any approved subcontractor. Nothing in this Agreement shall create any contractual relationship between ANAHEIM and subcontractor nor shall it create any obligation on the part of ANAHEIM to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. ANAHEIM is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between the subcontractor and ANAHEIM pursuant to this Agreement.

16. USE AND OWNERSHIP OF DOCUMENTS AND DATA

16.1 ANAHEIM shall furnish to CONSULTANT such documents and materials as may be relevant and pertinent to the provision of services hereunder as ANAHEIM may possess or acquire.

16.2 All documents and materials furnished by ANAHEIM to CONSULTANT pursuant to Section 16.1 shall remain the property of ANAHEIM and shall be returned to ANAHEIM upon termination of this Agreement, for any reason. All documents or material prepared or caused to be prepared by CONSULTANT, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of ANAHEIM, and ANAHEIM shall have the sole right to use such materials in its discretion without further compensation to CONSULTANT or any other party. CONSULTANT shall, at CONSULTANT's sole cost and expense, provide such documents and materials to ANAHEIM upon prior written request.

Documents and material prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by ANAHEIM or others on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from CONSULTANT will be at ANAHEIM's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by ANAHEIM or persons other than CONSULTANT, is waived against CONSULTANT and ANAHEIM assumes full responsibility for such changes unless ANAHEIM has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

17. CONFIDENTIALITY

All documents, including drafts, preliminary drawings or plans, notes, ideas and communications that result from the Services provided under this Agreement, shall be kept confidential by CONSULTANT and are subject to the attorney-client privilege and/or may be attorney work product, unless ANAHEIM authorizes, in writing, the release of said information.

18. INTELLECTUAL PROPERTY INDEMNITY

CONSULTANT shall defend and indemnify ANAHEIM, its agents, officers, representatives and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by CONSULTANT to ANAHEIM pursuant to this Agreement.

19. RECORDS

CONSULTANT shall keep records and invoices in connection with the work to be performed under this Agreement. CONSULTANT shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures and disbursements charged to ANAHEIM, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT under this Agreement. All such records and invoices shall be clearly identifiable. CONSULTANT shall allow a representative of ANAHEIM to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. CONSULTANT shall allow inspection of all work, data, Documents, proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment to CONSULTANT under this Agreement.

20. WITHHOLDINGS
ANAHEIM may withhold payment to CONSULTANT of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. CONSULTANT shall not discontinue work as a result of such withholding. CONSULTANT shall have an immediate right to appeal to the City Manager or his Designee with respect to such disputed sums and his/her decision shall be final. CONSULTANT shall be entitled to receive interest on any withheld sums at the rate of return that ANAHEIM earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

21. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of CONSULTANT which result in expense to ANAHEIM greater than what would have resulted if there were not errors or omissions in the work accomplished by CONSULTANT, the additional cost and expense shall be borne by CONSULTANT. Nothing in this paragraph is intended to limit ANAHEIM’s rights under the law or any other sections of this Agreement.

22. ANAHEIM’S RIGHT TO EMPLOY OTHER CONSULTANTS

CONSULTANT acknowledges and agrees that this Agreement and the provision of services hereunder are nonexclusive and that ANAHEIM may enter into similar agreements with other entities for the provision of similar services.

23. CONFLICTS OF INTEREST

CONSULTANT or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which: (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this Agreement; and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

If subject to the Act, CONSULTANT shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by ANAHEIM. CONSULTANT shall indemnify and hold harmless ANAHEIM for any and all claims for damages resulting from CONSULTANT’s violation of this Section.

24. NOTICES

All notices, demands or other writings to be made, given or sent hereunder, or which may be so given or made or sent by either ANAHEIM or CONSULTANT to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3rd) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to ANAHEIM: City Clerk
City of Anaheim
200 S. Anaheim Boulevard, 2nd Floor
Anaheim, California 92805
FAX No. (714) 765-4105

With copies to: Office of the City Attorney
City of Anaheim
200 S. Anaheim Boulevard, 3rd Floor
Anaheim, California 92805
FAX No. (714) 765-5123

If to CONSULTANT: Company Name:
Address:
Phone:
25. **ENFORCEMENT OF AGREEMENT**

25.1 **Events of Default.**

.01 For purposes of this Section 25, the word "Default" shall mean the failure of CONSULTANT to perform any of CONSULTANT's duties or obligations or the breach by CONSULTANT of any of the terms and conditions set forth in this Agreement. In addition, CONSULTANT shall be deemed to be in Default upon CONSULTANT's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) being adjudged bankrupt; (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing); or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of CONSULTANT's assets or of CONSULTANT's interests hereunder.

.02 ANAHEIM shall not be deemed to be in Default in the performance of any obligation required to be performed by ANAHEIM hereunder unless and until ANAHEIM has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from CONSULTANT specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of ANAHEIM's obligation is such that more than thirty (30) days are required for its performance, then ANAHEIM shall not be deemed to be in Default if ANAHEIM shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

25.2 **Immediate Termination for CONSULTANT's Default.** CONSULTANT shall not be deemed to be in Default in the performance of any obligation required to be performed by CONSULTANT hereunder unless and until CONSULTANT has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from ANAHEIM specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of CONSULTANT's obligation is such that more than thirty (30) days are required for its performance, then CONSULTANT shall not be deemed to be in Default if CONSULTANT shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

25.3 **Termination without Cause.** ANAHEIM may terminate this Agreement at any time without the necessity of cause or Default by giving thirty (30) days' notice in writing to CONSULTANT. In such event, the Parties shall have no further rights hereunder, except that CONSULTANT shall be paid for all services adequately rendered prior to such termination and shall receive payment in full for equipment and equipment that has been ordered that cannot be canceled. CONSULTANT may not terminate this Agreement except for cause.

26. **COMPLIANCE WITH ALL LAWS**

CONSULTANT shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all work prepared by CONSULTANT shall conform to applicable local, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator.

27. **WAIVER**

A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28. **INTEGRATED CONTRACT**

This Agreement and the exhibits hereto contain the entire agreement of ANAHEIM and CONSULTANT with respect to the matters covered hereby, and no agreement, statement or promise made by either ANAHEIM or CONSULTANT which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

29. **CONFLICTS OR INCONSISTENCIES**

In the event there are any conflicts or inconsistencies between this Agreement and the Exhibits or any other attachments attached hereto, the terms of this Agreement shall govern.

30. **INTERPRETATION**
Each Party acknowledges that he / she / it has had the benefit of advice of competent legal counsel with respect to its decision to enter this Agreement. The provisions of this Agreement shall be interpreted to give effect to their fair meaning and shall be construed as prepared by both Parties.

31. AMENDMENTS

This Agreement may be modified or amended only by a written document executed by both CONSULTANT and ANAHEIM and approved as to form by the City Attorney.

32. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

33. REMEDIES CUMULATIVE

The remedies given to ANAHEIM and CONSULTANT herein shall be cumulative and are given without impairing any other rights given ANAHEIM or CONSULTANT by statute or law now existing or hereafter enacted and the exercise on any one (1) remedy by ANAHEIM or CONSULTANT shall not exclude the exercise of any other remedy.

34. NO THIRD PARTY BENEFICIARIES

The Parties intend that no rights nor remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.

35. CONTROLLING LAW AND VENUE

The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.

36. DISCRIMINATION

CONSULTANT agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry, national origin or other prohibited basis in its provision of Services or hiring of subcontractors or employees. To the extent this Agreement provides that CONSULTANT offer accommodations or services to the public, such accommodations or services shall be offered by CONSULTANT to the public on fair and reasonable terms.

37. AUTHORITY

Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants the he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. CONSULTANT shall, at ANAHEIM's request, deliver a certified copy of it governing board's resolution or certificate authorizing or evidencing such execution.

38. EFFECTIVE DATE

This Agreement shall be effective on the date on which this Agreement is executed by ANAHEIM ("Effective Date").
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

DATE OF EXECUTION: 

__________________________

CITY OF ANAHEIM
a municipal corporation

By: ____________________________

“ANAHEIM”

ATTEST:

By: ____________________________

City Clerk of Anaheim

DATE OF EXECUTION:

__________________________

By: ____________________________

Printed Name: ____________________________

Title: ____________________________

“CONSULTANT”

APPROVED AS TO FORM:
ROBERT FABELA, CITY ATTORNEY

By: ____________________________

Bryn M. Morley
Deputy City Attorney

Dated: ____________________________

147941
Attachments:  Exhibit A
EXHIBIT A
(SAMPLE AGREEMENT)

SCOPE OF SERVICES

(Attached behind this page)
INSURANCE

Without limiting ANAHEIM’S right to indemnification, it is agreed that CONSULTANT shall secure, prior to commencing any activities under this Agreement, and maintain, during the term of this Agreement, insurance coverage as follows:

**Workers’ Compensation Insurance** as required by California law and Employers Liability Insurance in an amount not less than $1,000,000 per occurrence/accident/illness/injury.

**Commercial General Liability Insurance**, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, as well as Independent CONSULTANT’S Liability where appropriate, in an amount not less than $2,000,000 per occurrence, $4,000,000 annual aggregate, written on an occurrence form. Such insurance shall be written on a primary basis but may include a deductible or self-insured retention of more than $10,000 per occurrence, provided that such deductible or self-insured retention is disclosed to ANAHEIM, in writing, at the inception of this Agreement.

**Commercial Automobile Liability Coverage** including—as applicable—owned, non-owned, and hired autos, in an amount not less than $2,000,000 per occurrence, combined single limit, as required by California law.

**Professional Liability Insurance**, inclusive of **Cyber Liability Insurance**, in an amount not less than $2,000,000 per occurrence or per claim. Such insurance shall be written on a primary basis, but may include a deductible or self-insured retention of more than $10,000 per occurrence, provided that such deductible or self-insured retention is disclosed to ANAHEIM, in writing, at the inception of this Agreement.

Any required coverage written with primary and excess layers to satisfy the minimum requirements of this Agreement must be submitted for approval by ANAHEIM’s Risk Manager prior to the inception of the final Agreement.

CONSULTANT agrees that this insurance shall not be voluntarily cancelled by CONSULTANT, or limited in scope or coverage by CONSULTANT, until after thirty (30) days prior written notice has been given to the City Clerk, City of Anaheim, 200 S. Anaheim Blvd., Anaheim, CA 92805. This does not apply to cancellation for non-payment of premium, which requires notice of not less than ten (10) days.

Each insurance policy required by this Agreement shall contain the following clause or shall otherwise provide for the following conditions:

Each insurance policy required by this Agreement, except policies for Professional Liability and Workers’ Compensation, shall contain the following clauses or shall otherwise provide for the following conditions:
“It is agreed that any insurance maintained by CONSULTANT pursuant to this Agreement shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City of Anaheim.”

“The City of Anaheim, its officers, agents, employees, representatives and ANAHEIM-designated volunteers are added as additional insured as respects the acts, omissions, operations and activities of, or on behalf of, the named insured, in regard to products supplied to, or work or services performed for, or related to, the City of Anaheim.”

Prior to commencing any work under this Agreement, CONSULTANT shall deliver to ANAHEIM insurance certificates confirming the existence of the insurance required under this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide ANAHEIM (i) endorsements to the insurance policies that add to these policies the applicable clauses referenced above, or (ii) in lieu of said endorsements, documentation acceptable to ANAHEIM evidencing that the coverage, terms, and conditions set forth in the above-referenced clauses are otherwise included in said insurance policies. Insurance required hereunder shall be placed with insurers (i) admitted to write insurance in California, (ii) possessing an A. M. Best’s rating of A VII or higher, or (iii) otherwise acceptable to ANAHEIM, with prior written permission from ANAHEIM. In the event that a claim or other legal action is filed against ANAHEIM, and if ANAHEIM, in its good faith opinion, believes it may have coverage under any of the insurance required herein, then ANAHEIM has the right to demand, and to receive within a reasonable time period, copies of the insurance policies related to such required insurance; provided, however, that this provision shall not apply if the parties agree that CONSULTANT shall fully defend, hold harmless, and indemnify ANAHEIM against any such claim or other legal action.

In addition to other remedies ANAHEIM may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, ANAHEIM may, at its sole option:

Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) that become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof;

Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies ANAHEIM may have and is not the exclusive remedy for CONSULTANT’S failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed in any way as limiting the extent that an CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT’S, (or CONSULTANT’S AGENT or SUB-AGENT, if any) performance of the work covered under this Agreement.

In the event CONSULTANT hires other persons or firms to perform some of the work related to this Agreement, CONSULTANT shall ensure (i) that the acts or omissions of such persons or firms are covered under the above-referenced liability insurance, or (ii)
that such firms maintain insurance equal to or better than, and subject to the same limits, terms and conditions as, the insurance required of CONSULTANT under this Agreement (except for firms that are not performing professional services—such firms shall not be required to carry the above-referenced professional liability insurance); and in either instance, CONSULTANT shall provide, or cause to be provided, evidence of such insurance coverage, reasonably acceptable to ANAHEIM.

ANAHEIM'S Risk Manager is hereby authorized to amend the requirements set forth herein in the event that such reduction is in ANAHEIM'S best interest.
INDEMNIFICATION

As respects acts, errors or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless ANAHEIM, its officials, officers, and employees from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature, directly arising out of the negligent acts, errors or omissions of the CONSULTANT or any SUB-AGENT in the performance of professional services under this Agreement.

As respects all acts, errors or omissions that do not arise directly out of the performance of professional services, including but not limited to those acts, errors or omissions typically covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at ANAHEIM'S option), and hold harmless ANAHEIM, its officials, officers, employees, agents, and representatives from and against any and all claims, losses, damages, defense costs, or liability, of any kind or nature (collectively referred to hereinafter as "Claims"), arising out of or in connection with CONSULTANT'S (or CONSULTANT'S AGENT or SUB-AGENT, if any) acts, errors, omissions, or work, relative to this Agreement; except for those Claims that arise out of the sole negligence or willful misconduct of ANAHEIM.

The obligations set forth in this indemnification provision (i) shall be in effect without regard to whether or not ANAHEIM, CONSULTANT, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such Claims; and (ii) shall survive the termination of this Agreement.
APPENDIX 4
CONFLICT OF INTEREST FORM

Conflict of Interest Form for Consultants
(Consultant to complete, sign and submit with the RFP Submittals)

The Political Reform Act (Government Code Sections 81000-91014) and Government Code Section 1090 prohibit any Anaheim public official, officer, or employee from involvement in a governmental decision or contract in which he or she has a financial interest. It is the responsibility of the consultant, consultant’s employees, and subconsultants who perform work under the consultant agreement to evaluate any potential conflict of interests and follow the provisions of the conflict of interest requirements as set forth in the consultant agreement. Be advised that a prohibited conflict of interest may void any award where it exists.

I, the undersigned, hereby certify that I have reviewed and understand the above paragraph, and in furtherance of the foregoing, I have evaluated and caused my company’s employees and subconsultants to evaluate any potential conflict of interests. Based on this evaluation, I hereby further certify that no such conflict of interests exists.

SIGNATURE OF AUTHORIZED SIGNATORY

_____________________________________ Date: ________________

Print Name: ___________________________

Title: _________________________________

Consultant Name: ____________________
APPENDIX 5
FEE PROPOSAL FORM

Angel Stadium of Anaheim
Property Condition Assessment

IN ORDER TO BE CONSIDERED FOR THE OPPORTUNITY TO PROVIDE
PROPERTY CONDITION ASSESSMENT SERVICES OF ANGEL STADIUM OF
ANAHEIM, AS DESCRIBED IN THE APPENDIX A REQUIREMENTS, ALL
COMPANIES RESPONDING TO THIS REQUEST FOR PROPOSAL MUST
COMPLETE AND SUBMIT THIS PROPOSAL FORM.

COMPANY NAME

ADDRESS

CITY STATE ZIP

TELEPHONE FAX

EMAIL

FINANCIAL PROPOSAL:

$_______________ Cost: Please provide a single “all-in” price that will include all
fees, travel costs, reproduction costs, etc. for all project team members

All components of the Prospective Consultant’s Proposal Package shall remain valid for
a minimum of 120 calendar days after the Proposal submission due date or as mutually
agreed upon thereafter.

SUBMITTED BY:

PRINT NAME DATE

SIGNATURE

TITLE
APPENDIX 5
FEE PROPOSAL FORM

Angel Stadium of Anaheim
Property Condition Assessment

IN ORDER TO BE CONSIDERED FOR THE OPPORTUNITY TO PROVIDE PROPERTY CONDITION ASSESSMENT SERVICES OF ANGEL STADIUM OF ANAHEIM, AS DESCRIBED IN THE APPENDIX A REQUIREMENTS, ALL COMPANIES RESPONDING TO THIS REQUEST FOR PROPOSAL MUST COMPLETE AND SUBMIT THIS PROPOSAL FORM.

COMPANY NAME ________________________________

ADDRESS ___________________________________

CITY Kansas City STATE MO ZIP 64112

TELEPHONE 816-221-1500 FAX 816-221-1578

EMAIL ________________________________

FINANCIAL PROPOSAL:

$ _______ $325,000 Cost: Please provide a single “all-in” price that will include all fees, travel costs, reproduction costs, etc. for all project team members

All components of the Prospective Consultant’s Proposal Package shall remain valid for a minimum of 120 calendar days after the Proposal submission due date or as mutually agreed upon thereafter.

SUBMITTED BY: Earl Santee 03/20/2023

PRINT NAME ________________________________

DATE ________________________________

SIGNATURE ________________________________

Global Chair

TITLE ________________________________
APPENDIX 4
CONFLICT OF INTEREST FORM

Conflict of Interest Form for Consultants
(Consultant to complete, sign and submit with the RFP Submittals)

The Political Reform Act (Government Code Sections 81000-91014) and Government Code Section 1090 prohibit any Anaheim public official, officer, or employee from involvement in a governmental decision or contract in which he or she has a financial interest. It is the responsibility of the consultant, consultant’s employees, and subconsultants who perform work under the consultant agreement to evaluate any potential conflict of interests and follow the provisions of the conflict of interest requirements as set forth in the consultant agreement. Be advised that a prohibited conflict of interest may void any award where it exists.

I, the undersigned, hereby certify that I have reviewed and understand the above paragraph, and in furtherance of the foregoing, I have evaluated and caused my company’s employees and subconsultants to evaluate any potential conflict of interests. Based on this evaluation, I hereby further certify that no such conflict of interests exists.

SIGNATURE OF AUTHORIZED SIGNATORY

_________________________ Date: ________________

Print Name: Pat Tangen

Title: Principal-in-Charge

Consultant Name: Populous
STATEMENT OF QUALIFICATIONS
March 20, 2023

Dear Tom Morten and the selection committee,

Thank you for the opportunity to submit our qualifications to help you establish a base line condition of Angel Stadium. We appreciate the City of Anaheim’s commitment to maintaining a first-class ballpark and first-class MLB experience for Angels fans. Commitment means a lot to us, and in the attached proposal we will show you why the Populous team remains committed to delivering you a facility assessment and related capital outlay for low, medium, and high priority repairs and the 10 & 20 year capital planning needs.

**CAPITAL IMPROVEMENT PLANNING CAN MAKE OR BREAK YOUR BALLPARK** – Whether it's a stadium, ballpark or other venue, the moment you cut the ribbon and open its doors is the moment its maintenance lifecycle begins. This is the less glamorous side of drawing people together. Wear and tear happens. Parts reach the end of their normal lifespans. To fans, these buildings seem static, but behind the scenes are thousands of systems and components that make operating a ballpark more like owning a house. A house that welcomes millions of guests a year.

That’s why a big part of Populous' expertise lies in the way a facility works. Capital Improvement Planning is the best tool we know of for staying on top of this full-time job. We have completed more than 20 MLB ballpark master plans and numerous Capital Improvement Plans, including for Busch Stadium for the St. Louis Cardinals and most recently for T-Mobile Park and the Mariners.

**TRUSTED ADVISORS WHO WILL DELIVER** – Our proposed team members are 90% the original consultant team from the 1994 Angel Stadium Renovation, which at that time, was the largest sports facility renovation in the country. Not only are they the same consulting firms, but they are by and large, the same key staff from the ’94 renovation team. Angel Stadium renovation was an important project of its time and many of our proposed project team members remained with their design and engineering firms over the years and will participate in this facility assessment so that the City of Anaheim has the best, most knowledgeable team for Angel Stadium. No other competing firm can claim this. In addition, many of this same team have performed a number of MLB ballpark facility assessments with Populous in the lead. Such MLB facility assessments include Mariners and T-Mobile Park, Cardinals Busch Stadium, Padres Petco Park, Giants Oracle Park, Pirates PNC Park and others. You can be assured that the facility assessment will be performed and reviewed by experts, right down to the nuts and bolts. They are thought leaders and thus understand the right questions to ask and the key revenue and operational drivers, with a focus on future trends. We have fun and enjoy long-term relationships with our clients as evidenced by the unmatched number of our repeat clients. We encourage you to contact them.

**LOCAL PRESENCE** – Populous is currently designing ocV!BE and will continue to have staff in our Los Angeles office who will lead our project team. LA is an important market for Populous and this effort for the City of Anaheim only solidifies this position.

**PERSONAL COMMITMENT** – Our key staff are long-time employees devoted to creating places where people love to be together. We will be with you from start to finish. Our selected staff have worked together on multiple projects and in addition, our consultant team members have strong working relationships with each other. Our team members have successfully completed numerous facility assessment initiatives within a similar timeframe, an important distinction since these previous efforts involved a similar degree of existing condition assessment, informed analysis and creative problem solving. We have the depth of resources necessary to execute any targeted master plan and capital improvements planning.

Thank you for your time and we look forward to further discussing this opportunity with you.

Sincerely,

Pat Tangen
Populous, Inc. (Corporation)
4800 Main Street, Suite 300
Kansas City, MO 64112
Principal-in-Charge
E: Pat.Tangen@populous.com
T: +1 816 221 1500

Eric Randolph
Populous, Inc. (Corporation)
4800 Main Street, Suite 300
Kansas City, MO 64112
Project Manager/Main Point of Contact
E: Eric.Randolph@populous.com
T: +1 816 221 1500
AGREEMENT STATEMENT

Populous has participated in multiple projects where the Sample Agreement included with the RFP was the basis of the contract discussions. On each occasion, we have been able to come to terms. We are confident that any issues with the Sample Agreement can be amicably resolved in a short period of time.

Populous acknowledges receipt of Addendum #1 that was issued on March 10, 2023.
We design the places where people love to be together.

Innovation is the cornerstone of how we draw people together and create a better-built tomorrow.

In the world’s top cities we have designed more than 3,500 hospitality, entertainment and sports projects worth over $40 billion combined. Our designs for places like Yankee Stadium in New York, Truist Park in Atlanta and Wrigley Field in Chicago have created emotional connections between people and the civic sports and entertainment places and events they love. The top communities entrust Populous to help build their brands through design.

Our unrivaled knowledge — both visionary and technical — is unveiled through comprehensive planning and design services with experiential design at the core.

Our focus includes not just the individual buildings that define a community, such as sports architecture, conference and exhibition center architecture or aviation design, but also the urban fabric that weaves these buildings together. We have been recognized more than 200 times with global design awards, including three national American Institute of Architects awards. We have been listed six times as one of Fast Company Magazine’s most innovative companies.

Every community has a story to tell — it is our mission to give life to those stories through design. We are the people who create the places where communities unite.
We create experiences that amplify a sense of community and the joy felt in shared human moments.

Our depth of technical expertise and creative thinking since 1983 will allow us to deliver the most comprehensive facility assessment for Angel Stadium. Populous has defined and changed the face of major league baseball for more than 30 years. Since the 1987 opening of Coca-Cola Field (formerly Pilot Field), each of the more than 135 ballparks Populous has designed are authentic to their locations, fans and teams.

Our focus on design has resulted in producing the highest ranked ballparks based on brand, revenues and fan experience in America. As we move into the future of creating broader fan experiences and adapting to changing economic markets, we remain the only architecture firm that offers a group of individuals dedicated to the design of major league baseball facilities.

This not only allows us to focus on the unique needs of your ballpark, it ensures you will have the most efficient, yet unique, future plans for your market and your money. We will work with you to ensure your enhancement plans are efficient and constructable while maintaining operations. Our expertise allows us to fully guide you through the process so you can make the most informed decisions about your future.

**E X P E R T I S E**
+ Arenas
+ Aviation
+ Ballparks
+ Collegiate
+ Convention Centers
+ Esports
+ Events
+ Fair + Equine
+ Football Stadia
+ Hospitality
+ Mixed-Use Development
+ Performance Venues
+ Public Spaces
+ Recreation
+ Soccer Stadia

**B A L L P A R K   E X P E R I E N C E**

<table>
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<tr>
<th>MLB STADIUMS</th>
<th>SPRING TRAINING FACILITIES</th>
<th>BALLPARK OF THE YEAR AWARDS</th>
<th>BALLPARK OF THE DECADE AWARDS</th>
<th>MINOR LEAGUE BALLPARKS</th>
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<tr>
<td>24</td>
<td>25</td>
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</table>

**TARGET FIELD**
Minneapolis, Minnesota
With 400+ staff across the Americas — Populous has a deep well of creative talent to offer. Key staff are hand-picked for each project, based on their specific experience and qualifications, and frequent collaborations with our larger inter-disciplinary group. This means innovation is always at the heart of our process. The Populous team will be led by our Los Angeles office with Eric Randolph as your Project Manager and main point of contact. Eric will work with you to guide the visioning process and will be supported by the architectural and consulting engineering team.
Pat Tangen, AIA, NCARB

PRINCIPAL-IN-CHARGE, PRINCIPAL

Pat is a Principal at Populous with more than 33 years of experience as an architect and project manager. During that time he has devoted his entire career to sports architecture, focused on MLB ballparks. He has played key roles on some of the greatest baseball stadiums in both the major and minor leagues.

Pat has an intimate understanding of key delivery issues related to each ballpark and has proven to be a valuable asset to clients. His work demonstrates a commitment to design resolution as well as attention to detail. His most recent projects include significant improvements at Rogers Center, Toronto Blue Jays, T-Mobile Park, Seattle Mariners and Petco Park, San Diego Padres. Pat has also played a leading role in most of the MLB facility assessments that are listed herein.

RELEVANT PROJECT EXPERIENCE

Angel Stadium of Anaheim Renovation, Anaheim, California
Petco Park Improvements, San Diego, California
Safeco Field Improvements, Seattle, Washington
Audi Field, Washington, DC
Nationals Park, Washington, DC
Kauffman Stadium Renovations, Kansas City, Missouri
Peoria Spring Training Facility, Peoria, Arizona
Tempe Diablo Stadium, Tempe, Arizona
Scottsdale Stadium, Scottsdale, Arizona
New Fenway Park Study, Boston, Massachusetts
P&C Stadium, Syracuse, New York
Harbor Park, Norfolk, Virginia
Principal Park, Des Moines, Iowa
Durham Bulls Athletic Park, Durham, North Carolina
Modern Woodmen Park Renovation, Davenport, Iowa
Richmond County Bank Ballpark at St. George Station, Staten Island, New York
University of San Diego Fowler Park, San Diego, California
University of South Florida Athletic Training Center, Tampa, Florida
Penn State University Beaver Stadium Renovation, State College, Pennsylvania
University of Texas at San Antonio Athletics and Recreation Master Plan, San Antonio, Texas
Western Illinois University Recreation Center Expansion Study, Macomb, Illinois
Chinle Unified School District Sports Complex, Chinle, Arizona
Cal State San Bernardino Recreation Center, San Bernardino, California
Arrowhead Stadium Club Renovation, Kansas City, Missouri
Cincinnati Riverfront Stadium Study, Cincinnati, Ohio

EDUCATION

Master of Architecture, University of Texas at Austin
Bachelor of Arts in Architecture, Iowa State University

REGISTRATIONS

Registered Architect: Missouri, Pennsylvania, Texas, Iowa
NCARB Certified

MEMBERSHIPS

American Institute of Architects (AIA)
National Council of Architectural Registration Boards (NCARB)

TIME COMMITMENT

40%
As a Senior Principal with Populous, Michael is a member of the company’s Board of Directors and leader of its San Francisco office. As the design director for Populous’ convention center practice, Michael is actively involved in the programming, planning and design of convention center projects around the world. Michael provides design leadership and coordinates with client representatives to reach design goals through highly collaborative and interactive design workshops, encouraging cities and communities to actively participate in the design, planning and aesthetic of major civic structures.

**RELEVANT PROJECT EXPERIENCE**

- Great American Ball Park, Cincinnati, Ohio
- BMO Center Expansion, Calgary, Alberta, Canada
- ICC Sydney, Sydney, Australia
- SAFE Credit Union Convention Center Expansion & Renovation, Sacramento, California
- Henry B. Gonzalez Convention Center Expansion, San Antonio, Texas
- Resch Expo Center, Ashwaubenon, Wisconsin
- Anaheim Convention Center Expansion, Anaheim, California
- Oklahoma City Convention Center Site Selection, Oklahoma City, Oklahoma
- San Jose McEnery Convention Center Expansion & Renovation, San Jose, California
- Ernest N. Morial Convention Center Master Plan Architect
- Orange County Convention Center Master Plan, Orlando, Florida
- Boston Convention and Exhibition Center, Boston, Massachusetts
- ocV!be, Burbank, California
- George R. Brown Convention Center, Houston, Texas
- Melbourne Convention Center Competition, Melbourne, Australia
- DLF International Exhibition & Convention Center, New Delhi, India
- Beijing Exhibition Center Competition, Beijing, China
- Qatar National Convention & Exhibition Center (Stage 2), Education City, Doha, Qatar
- Los Angeles Convention Center Expansion & Renovation, Los Angeles, California
- MAPS 3 Convention Center, Oklahoma City, Oklahoma
- Phoenix Convention Center Expansion, Phoenix, Arizona
- Lexington Convention Center Study, Lexington, Kentucky
- Utah Valley Convention Center, Provo, Utah
- Birmingham-Jefferson County Convention Center, Birmingham, Alabama
- Peoria Civic Center Expansion, Peoria, Illinois
- Jacksonville Convention Center Expansion Study, Jacksonville, Florida
Eric Randolph keeps sustainability at the forefront of the design process to deliver high-performance spaces to clients and communities. Based in the Los Angeles office, he is experienced in both professional league stadium and training facility design, having designed for MLS, MLB, NFL, the FIFA World Cup and the Olympics.

A diligent and well-respected leader, Eric has completed projects around the world including, Canada, Australia and Brazil. Eric served as design manager for Q2 Stadium, BMO Field and Banc of California Stadium. He is equally as passionate about sharing his expertise, having taught architecture in Barcelona and Kuala Lumpur.

**RELEVANT PROJECT EXPERIENCE**

Banc of California Stadium Exposition Park - Los Angeles*
BMO Field Expansion, Toronto, Canada*
Dodger Stadium Renovations, Los Angeles, California*
Estadio Itaquera – SCCP Interiors & Environmental Graphics, Sao Paulo*
Fox Network Center & New Executive Building, Los Angeles, California*
Getty Research Institute, Los Angeles, California*
Giants Stadium Suite Renovation, The Meadowlands, New Jersey*
Hohokam Stadium & Lew Wolff Training Complex, Mesa, Arizona*
LAFC Performance Center, CalState, Los Angeles, California*
Los Angeles Memorial Coliseum Renovations, Los Angeles, California*
Palm Springs Desert Resorts Convention & Visitors Authority, Palm Springs, California*
Perth Arena, Perth, Australia*
Q2 Stadium, Austin, Texas*
Santa Monica Core Performance Center & Central Plant Facility, Santa Monica, California*
St. David’s Performance Center, Austin, Texas*
The Ford Center at The Star, Frisco, Texas*
The Gas Company Tower, Los Angeles, California*
The VELO Sports Center Velodrome, Carson, California*
Tokyo International Forum, Tokyo, Japan*

*Denotes work experience completed with another firm
Henry Lau approaches architecture and design as a holistic process to problem solving. As the leader of Populous’ LA office, Henry brings over 20 years of experience implementing strategies to deliver world-class sporting and entertainment venues. He works collaboratively with partners and clients, building trust every step of the way.

With experience leading large project teams, Henry is committed to generating innovative results while managing resources, driving initiatives, and consistently maintaining schedule and budget. Henry has contributed to the design and delivery of many iconic venues across North America, ranging from NBA arenas and airports in California to Pac-12 athletic facilities and stadiums in Canada.

**RELEVANT PROJECT EXPERIENCE**

- BMO Field Stadium Renovation, Toronto, Canada*
- CAL Memorial Stadium Renovation, Berkeley, California*
- Cashman Field Ballpark Master Plan, Las Vegas, Nevada*
- Chase Center Arena, San Francisco, California*
- Empower Field Premium Analysis, Denver, Colorado*
- Fifth Third Field Ballpark, Toledo, Ohio*
- Greater Nevada Field Ballpark, Reno, Nevada*
- LA Metro Crenshaw-LAX Light Rail, Los Angeles, California*
- LAX Tom Bradley International Airport Terminal Expansion, Los Angeles, California*
- Levi’s Stadium | San Francisco 49ers, Santa Clara, California*
- Long Beach State University Tulowitzki Batting Facility, Long Beach, California*
- Mid-America Convention Center & Arena, Council Bluffs, Iowa*
- OSU Athletics Master Plan, Corvallis, Oregon*
- OSU Basketball Center Practice Facility, Corvallis, Oregon*
- OSU Beth Ray Center for Academic Support, Corvallis, Oregon*
- OSU Reser Stadium Expansion, Corvallis, Oregon*
- OSU Sports Performance Training Facility, Corvallis, Oregon*
- Purdue Ross-Ade Stadium Renovation, West Lafayette, Indiana*
- Rancho Los Amigos Sports Center Master Plan, Downey, California*
- Sacramento Republic FC Stadium, Sacramento, California*
- Santa Barbara Airport, Santa Barbara, California*
- San Jose State University Spartan Recreation and Aquatic Center, San Jose, California*
- Sports Authority Field Re-Imaging, Denver, Colorado*
- Stanford University Athletics Master Plan, Stanford, California*
- UC Berkeley Memorial Stadium Renovation, Berkeley, California*
- UC Berkeley Evans Diamond Master Plan, Berkeley, California*

*Denotes work experience completed with another firm

**EDUCATION**

Bachelor of Architecture, Carleton University

**REGISTRATIONS**

American Institute of Architects (AIA)

**AFFILIATIONS**

Cal Poly Pomona - Architectural Thesis Advisor
California State University Long Beach - Architectural Thesis Advisor

**TIME COMMITMENT**

50%
Since joining Populous in 2011, Ben has worked on various projects in both MiLB and MLB. He has worked on technical document delivery and the schematic, design development and construction document phases for a number of projects and is responsible for management and operations during the construction administration phase. Ben has also performed a number of MLB facility assessments for projects including the Seattle Mariners, St. Louis Cardinals, and Pittsburgh Pirates. Additionally, Ben works on collegiate facilities such as a number of projects at Texas Tech University including their new collegiate ballpark on campus.

RELEVANT PROJECT EXPERIENCE

T-Mobile Park, Seattle, Washington
Busch Stadium, St. Louis, MO
Petco Park Improvements, San Diego, California
PNC Park Improvements, Pittsburgh, Pennsylvania
Texas Tech University Rip Griffin Park Expansion & Renovation, Lubbock, Texas
Texas Tech University Basketball Practice Facility, Lubbock, Texas
Kansas State University Vanier Football Complex, Manhattan, Kansas
Baylor University McLane Stadium, Waco, Texas
Jonathon brings over 30 years of experience in the food facilities design consulting field to the team. He is a client-focused, results-oriented project manager with a proven track record. He has designed and managed projects of all sizes within varied markets.

**RELEVANT PROJECT EXPERIENCE**
- Universal Orlando | Orlando, FL Role | Project Manager
- Hammer Museum | Los Angeles, CA Role | Project Manager
- Valencia Discovery Center | Valencia, CA Role | Project Manager
- Historic Egyption Movie Theater | Los Angeles, CA Role | Project Manager
- LAX New Air France Lounge | Los Angeles, CA Role | Project Manager
- LAX Star Alliance Lounge | Los Angeles, CA Role | Project Manager
- Netflix House | Los Angeles, CA Role | Project Manager
- Beverly Hills Hotel | Beverly Hills, CA Role | Project Manager

*Denotes work experience completed with another firm*

**EDUCATION**
- University of Hawaii, Manoa, Honolulu, HI

**CERTIFICATIONS**
- Foodservice Consultants Society International, Associate Member
- National Association of Food Equipment Manufacturers
- Certified Food Service Professional

**TIME COMMITMENT**
- 40%

Scott leads the electrical design and lighting design groups at ME Engineers. With over 30 years of experience, Scott is known as one of the area’s top engineers for electrical systems and lighting design. Scott provides input on system selections and establishes state-of-the-art performance criteria, delivering electrical and lighting systems that are sustainable, energy-efficient, and maintenance-friendly for the client.

**RELEVANT PROJECT EXPERIENCE**
- Angel Stadium Renovation, Anaheim, CA
- Dodger Stadium, 2019 Renovation & Upgrade Projects, Los Angeles, CA
- Chase Field, Phoenix, AZ
- Coors Field, Denver, CO
- Globe Life Field, Arlington, TX
- Great American Ballpark, Cincinnati, OH
- Tropicana Field, St. Petersburg, FL
- Oracle Park, San Francisco, CA
- Minute Maid Park, Houston, TX
- PNC Park, Pittsburgh, PA
- Petco Park, San Diego, CA
- Nationals Park, Washington, DC
- Target Field, Minneapolis, MN
- Truist Park, Cumberland, GA

**EDUCATION**
- Bachelor of Science, Electrical Engineering, University of Colorado - Denver

**REGISTRATIONS**
- Professional Engineer: California, Colorado, and 24 other states

**MEMBERSHIPS**
- IEEE: Institute of Electrical and Electronics Engineers
- USGBC: U.S. Green Building Council

**TIME COMMITMENT**
- 25%
Laura Marchand is a principal at ME Engineers with more than 11 years of experience. She is responsible for the electrical system design and project coordination, from schematic design through construction administration. Her project experience spans healthcare facilities, sports and entertainment venues, higher education facilities, and large-scale commercial developments. Laura excels at facilitating complex coordination among multiple trades to resolve issues quickly and meet project schedules. She brings an open, collaborative approach to each project.

**RELEVANT PROJECT EXPERIENCE**
Dodger Stadium, 2019 Renovation Los Angeles, CA
Dodger Stadium, Various Renovations, Los Angeles, CA
Padres Lexus and Compass Premier Clubs, San Diego, CA
Honda Center Master Plan, Anaheim, CA
Rupp Arena, Lexington, KY
Banc of California Stadium, Los Angeles, CA
Crypto.com Arena 2023-2024 Renovations, Los Angeles, CA
SoFi Stadium, DAS, Inglewood, CA
Rose Bowl Stadium, Sports Lighting, Pasadena, CA

**EDUCATION**
Bachelor of Science, Physics, University of California - Los Angeles

**REGISTRATIONS**
Professional Engineer: California

**MEMBERSHIPS**
USGBC: U.S. Green Building Council

**TIME COMMITMENT**
45%

Chris Jones is Chief Information Officer at ME Engineers. He defines the strategy of how technology is selected and integrated on a project. His holistic approach considers architectural, construction, and budget requirements with an understanding of business and operational requirements. His technical experience includes 3D physical planning and design of technology infrastructure and systems such as: telecommunications infrastructure, telephone systems (VoIP), converged data networks (WAN/LAN), wireless data networks (Wi-Fi/WLAN), distributed antenna systems (DAS), distributed television (IPTV), security systems, and building management systems.

**RELEVANT PROJECT EXPERIENCE**
Angel Stadium Renovation, Anaheim, CA
Oracle Park, San Francisco, CA
Busch Stadium, St. Louis, MO
Nationals Park, Washington, DC
Yankee Stadium, Bronx, NY
Petco Park, San Diego, CA
Chase Field, Phoenix, AZ
Citi Field, New York, NY
Comerica Park, Detroit, MI
LoanDepot Park, Miami, FL
Great American Ballpark, Cincinnati, OH
Kauffman Stadium, Kansas City, MO
Minute Maid Park, Houston, TX
PNC Park, Pittsburgh, PA
Target Field, Minneapolis, MN

**EDUCATION**
Bachelor of Science, Architectural Engineering, Kansas State University

**REGISTRATIONS**
Professional Engineer: Kansas
Registered Communications Distribution Designer

**TIME COMMITMENT**
35%
David Landau, PE, LEED AP  
PLUMBING  
ME ENGINEERS

David Landau is a senior associate at ME Engineers with more than 11 years in the industry. His experience includes a wide variety of projects, including commercial developments, healthcare facilities, and higher education buildings. David is known for his effective communication skills that propel collaboration with the project team and contractors and result in solutions that meet the owner’s budget and intent.

RELEVANT PROJECT EXPERIENCE
LA Dodgers 2023 Projects, Los Angeles, CA  
Fresno Grizzlies Ballpark Improvements, Fresno, CA  
Petco Park, San Diego, CA  
Staples Center Refresh 2020, Los Angeles, CA  
Levi Stadium - 2021 Improvements, Santa Clara, CA  
El Camino College Stadium, Torrance, CA  
Visual Arts Complex Renovation, California State University Fullerton, Fullerton, CA

*Denotes work experience completed with another firm

EDUCATION
Bachelor of Science, Engineering Management, University of Arizona

REGISTRATIONS
Professional Engineer: California

MEMBERSHIPS
ASPE: American Society of Plumbing Engineers

TIME COMMITMENT
45%

Nick Theimer, PE, LEED AP  
MECHANICAL  
ME ENGINEERS

Nick Theimer is an associate at ME Engineers who is directly involved in the engineering of buildings from schematic design through construction administration. Nick is a proponent of designing building systems that are “smart” in nature to create sustainable, energy efficient buildings that will stand the test of time. He has been involved in designing various NHL arenas and MLB ballparks as well as libraries, offices buildings, restaurants and private residences.

RELEVANT PROJECT EXPERIENCE
T-Mobile Park 2023 Improvements, Seattle, WA  
T-Mobile Park Renovation, Seattle, WA  
Truist Park, Cumberland, GA  
Bank of America Stadium, Bunker Suites, Charlotte, NC  
Broncos UCHealth Training Center, Englewood, CO  
Emory Sports Medicine Complex, Atlanta, GA  
Climate Pledge Arena, Seattle, WA  
Denny Sanford Premier Center, Sioux Falls, SD  
Nido & Mariana Qubein Arena, Conference Center and Hotel, High Point, NC  
Rogers Place, Edmonton, AB  
T-Mobile Arena, Las Vegas, NV  
UBS Arena at Belmont Park, Elmont, NY  
The Monument, Rapid City, SD

EDUCATION
Bachelor of Science, Architectural Engineering, Kansas State University

REGISTRATIONS
Professional Engineer: Colorado, California

TIME COMMITMENT
45%
Eric C. Stovner, SE, LEED AP O+M
STRUCTURAL CRITICAL STRUCTURES

Eric Stovner has over 35 years extensive experience in responsible charge of very diverse projects, from conceptual design to construction documentation, peer review and investigation, managing people positively to suit their strengths delivering projects on schedule and within budget. He has a reputation for innovation, responsiveness and trustworthiness, having extensive expertise in structural systems and materials.

RELEVANT PROJECT EXPERIENCE
Angel Stadium - JumboTron Scoreboard Replacement (1994), Anaheim, CA
Angel Stadium - Structural and Seismic Evaluation (1996-1998), Anaheim, CA
Angel Stadium - Development of phased and prioritized maintenance and repairs (1999 - current), Anaheim, CA
Angel Stadium - Structural Condition Assessment, Anaheim, CA
Angel Stadium - Left Field Scoreboard, Anaheim, CA
Western Metal Building - Structural Evaluation, San Diego, CA
Dodger Stadium - Due Diligence Structural Assessment, Los Angeles, CA
Toronto Skydome - Due Diligence Structural Assessment, Toronto, ON, CA

EDUCATION
Bachelor of Science, Architectural Engineering, Cal Poly - San Luis Obispo

REGISTRATIONS
Structural Engineer: California #S4204

MEMBERSHIPS
Member, American Society of Civil Engineers
ASCE 31 and ASCE 41 Standards Committees on Seismic Evaluation and Rehabilitation of Buildings, 1998-2014

TIME COMMITMENT
60%

Matthew Farber, PE, SE
PRINCIPAL-IN-CHARGE
THORNTON TOMASETTI

Matthew Farber joined Thornton Tomasetti in 2015 and has more than 20 years of experience with a variety of project types, including commercial, residential, education and sports. As Principal, his responsibilities include the project management and engineering lead for structural design and analysis on projects. In addition, Matt is the Office Director for the Kansas City office.

RELEVANT PROJECT EXPERIENCE
Toyota Field, Madison, AL
Wrigley Field - The 1060 Project, Chicago, IL
Mercedes-Benz Stadium, Atlanta, GA
Baylor University Basketball Pavilion, Waco, TX
U.S. Bank Stadium, Minneapolis, MN
Climate Pledge Arena, Seattle, WA
Haymarket Practice Facility, Lincoln, NE
Pinnacle Bank Arena, Lincoln, NE
American Royal, Kansas City, MO
Werner Park, Omaha, NE

EDUCATION
Master of Science, Civil Engineering with Structural Engineering Emphasis, University of Nebraska-Lincoln
Bachelor of Science, Civil Engineering, University of Nebraska-Lincoln

REGISTRATIONS
Licensed Structural Engineer: Nebraska, Kansas
Professional Engineer: Michigan, Missouri, Nebraska

TIME COMMITMENT
20%
Mr. Warner has more than 35 years of experience in the structural engineering for office, retail, educational, healthcare, industrial, justice and sports facilities. His hands-on approach to all phases of the design process, from concept through construction, has resulted in systems that address owner, designer and builder interests.

**RELEVANT PROJECT EXPERIENCE**
- Arvest Ballpark, Springdale, AR
- Madison Ballpark, Madison, AL
- TD Ameritrade Park Omaha, Omaha, NE
- Tropicana Dome, St. Petersburg, FL*
- Kauffman Stadium Renovation, Kansas City, MO
- Kauffman Stadium Renovation and Improvements, Kansas City, MO
- University of Missouri-Taylor Brookfield Building and Dan Devine Pavilion, Columbia, MO*
- U.S. Bank Stadium, Minneapolis, MN

*Denotes work experience completed with another firm

**EDUCATION**
- Master of Science, Architectural Engineering, University of Illinois at Urbana-Champaign
- Bachelor of Science, Architectural Engineering, University of Illinois at Urbana-Champaign

**REGISTRATIONS**
- Licensed Structural Engineer: Illinois
- Professional Engineer: Michigan, New York, District of Columbia
- LEED AP

**TIME COMMITMENT**
- 50%

Michael Cochran has an extensive background in the design of both new building structures as well as the seismic retrofit and renovation of existing buildings. His past projects include multifamily, multistory, wood-framed residential buildings, commercial office and retail buildings utilizing steel and concrete framing, concrete topping over metal deck floors or cast-in-place construction. Mike has also provided facilities work for local aerospace companies.

**RELEVANT PROJECT EXPERIENCE**
- Sorenson Gym, Los Angeles, CA
- Seasons at Compton, Compton, CA
- Pueblo Nuevo Community Center, Los Angeles, CA
- Howard Hughes Center, Las Vegas, NV
- Western Plaza, Los Angeles, CA
- Mariposa Place Apartments, Los Angeles, CA
- VW/Audi North American Design Center, Santa Monica, CA
- Jefferson at Hollywood, Hollywood, CA
- Santa Monica Fire Station No. 1, Santa Monica, CA

**EDUCATION**
- Executive Program in Management, University of California - Los Angeles
- Master of Science, Civil Engineering, Structures, California State University - Long Beach
- Bachelor of Science, Animal Science, University of California - Davis

**REGISTRATIONS**
- Licensed Structural Engineer: California
- Licensed Civil Engineer: California
- NCSEA Structural Engineering Certification Board
- Registered California Emergency Management Agency Safety Assessment Program Evaluator
- Certified DSA Structural Plan Reviewer

**TIME COMMITMENT**
- 80%
Alberto Cuevas has been involved with the design, assessment, retrofit, inspection and peer review of low-to-mid-rise commercial, residential, industrial, hospital, office and education buildings, and with the design of telecommunications infrastructure. He has worked on projects in various countries, including Costa Rica, New Zealand, United States and Mexico. His expertise in design and assessment focuses on steel, reinforced concrete and masonry structures. Alberto is proficient in linear and nonlinear analysis of structures and in nonlinear finite micro-element modeling of structural components.

**RELEVANT PROJECT EXPERIENCE**
QBE Stadium Canopy and Seating Platforms, Peer Review, Auckland, NZL
Lincoln School, Heredia, CRI*
KiwiRail-EQ Damage, Christchurch, NZL
Bayside Apartments, 18 the Esplanade, Sumner, NZL
42 Maces Road, Christchurch, NZL
CentrePort Properties, Wellington, NZL
CEDISA Distribution Center and Logistics, Alajuela, CRI*
Confidential Project, Mexico City, MEX
Confidential Project, Mexico City, MEX

*Denotes work experience completed with another firm

**EDUCATION**
Doctor of Philosophy, Civil Engineering, University of Canterbury, New Zealand
Master of Science, Earthquake Engineering & Engineering Seismology, University of Pavia
Bachelor of Engineering, Civil Engineering (with Honors), University of Costa Rica

**REGISTRATIONS**
Licensed Civil Engineer: Costa Rica

**TIME COMMITMENT**
80%

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John Essig, Ph.D.
FORENSIC ENGINEER
THORNTON TOMASETTI

John Essig has over fifteen years of experience in the AEC industry. His holistic background aids him in evaluating properties for structural damage and profit loss. John’s expertise in condition assessments relies on his strong background in structural analysis and planning, as well as an adept understanding of concrete and steel structures. John also has experience in structural masonry design, soil mechanics and foundations, seismic analysis and design, and wind engineering. He has performed building façade investigations, condition assessments and concept-level building design for insurance claims.

**RELEVANT PROJECT EXPERIENCE**
The Consumers Building - Critical and Ongoing Façade Examinations, Chicago, IL
The Century Building - Critical and Ongoing Façade Examinations, Chicago, IL
Metropolitan Tower - Exterior Façade Repairs, Chicago, IL
BMO Harris Park Investigation, Villa Park, IL
The Columbian - Phases 2 and 3, Chicago, IL
Loyola University Richard J. Klarchek Information Commons, Chicago, IL
Macy’s Warehouse Phase 2, Minooka, IL
The Address Fountain Views, Dubai, UAE

**EDUCATION**
Master of Science, Civil Engineering (Structures), University of Illinois at Urbana-Champaign
Master of Architecture, (Structures), University of Illinois at Urbana-Champaign
Bachelor of Architecture, Architecture (Minor in Forestry and Natural Resources), University of California - Berkeley

**REGISTRATIONS**
NCARB

**TIME COMMITMENT**
80%
As Fuscoe’s CEO/President, John is responsible for strategic planning to achieve the firm’s long-term goals. He oversees engineering, environmental and survey/mapping services, as well as marketing/client relations for all four Fuscoe office locations. Utilizing his strong interpersonal skills, John will continue to create excellent working relationships to ensure client satisfaction. With more than 35 years of experience, John brings a wealth of civil engineering design expertise in urban, commercial/industrial, mixed-use, master plan communities, infill and complex entitlement projects. John’s resourceful, can-do attitude is invaluable to clients.

RELEVANT PROJECT EXPERIENCE
Honda Center, Anaheim, CA
Avalon Anaheim Stadium Apartments, Anaheim, CA
ARTIC, Anaheim, CA
The Packing District, Anaheim, CA
Colony Park, Anaheim, CA
Finamore Apartments, Anaheim, CA
Buena Esperanza Affordable Housing, Anaheim, CA

EDUCATION
Bachelor of Science, Civil Engineering, University of California, Irvine

REGISTRATIONS
Professional Engineer: California #44568

MEMBERSHIPS
HomeAid Orange County - Board of Directors
American Society of Civil Engineers
Building Industry Association - Urban Infill Committee
Urban Land Institute - Multi-Housing Council

TIME COMMITMENT
60%

As Quality Control/Quality Assurance Manager, Bob leads the Fuscoe Quality Mindset initiative. He and his committee are committed and focused on Quality Assurance and Quality Control companywide. Bob’s practice is key to his development of quality assurance training and quality control review for plan sets from all of Fuscoe Engineering’s offices. A proven professional, Bob has taken a leadership role in teaching, nurturing and training Fuscoe staff members to maintain high engineering performance standards. His meticulous attention to detail, structure and appearance is key in ensuring top quality work and makes him a strong resource for Fuscoe Engineering.

RELEVANT PROJECT EXPERIENCE
UCSD North Campus Housing Complex, San Diego, CA
22nd District Agricultural Association - Sewer Force Main Replacement, Del Mar, CA
Clairemont High School Technology Building, San Diego, CA
Imperial Valley Center for Exceptional Children, El Centro, CA
San Diego Unified Design Guidelines Update, San Diego, CA

EDUCATION
Bachelor of Science, Civil Engineering, University of Southern California

REGISTRATIONS
Professional Engineer: California #41903

TIME COMMITMENT
60%
Bob Berenguer
COST ESTIMATION
KPRS

Bob brings over 40 years of experience in the construction industry on projects ranging from hospitality, healthcare, residential, education, sports and large corporate offices. Before joining KPRS in 2010, Bob worked for Pan-Pacific Mechanical as Vice President for five years and prior to that, twenty six years for Turner Construction where he was Vice President of Operations. As Project Director, Bob will take a personal interest in this project and attend weekly meetings in order to fully understand the client’s objectives and programs. His primary responsibility will be overall leadership and oversight of the project.

RELEVANT PROJECT EXPERIENCE
Angel Stadium Renovations, Anaheim CA
Angel Stadium Halo Club, Anaheim, CA
Orange County Great Park - Sports Park, Irvine, CA
Marina Park, Newport Beach, CA
Grand California Hotel, Anaheim, CA

EDUCATION
Masters of Business Administration, California State University - Fullerton
Bachelor of Science, Civil Engineering, Rutgers University

REGISTRATIONS
F.M.I Leadership and M.A.P. Training
OSHA 30 Hour and CPR Certified
E.I.T Civil Engineering

TIME COMMITMENT
100%

Assaf Nachshon
COST ESTIMATION
KPRS

As the Vice President of Preconstruction, Assaf manages and oversees the estimating department, which covers all market sector groups at KPRS. Assaf works with his team to forecast project costs and expertly determine necessary resources for projects based on cost estimates and budgetary restraints. Assaf has a keen understanding for gathering the proper details and compiling data to estimate all production costs according to specifications. This process includes the consideration of raw materials, labor, equipment, tools and transportation for all estimations. He oversees all competitive bidding, negotiating, quantity take-off, conceptual estimates, proposal development and technical services.

RELEVANT PROJECT EXPERIENCE
Confidential Corporate Campus, Diamond Bar, CA
Angel Stadium Renovations, Anaheim CA
Angel Stadium Halo Club, Anaheim, CA
Orange County Great Park - Sports Park, Irvine, CA
Marina Park, Newport Beach, CA
Facebook tenant improvements, Los Angeles, CA
Microsoft tenant improvements, Aliso Viejo, CA

EDUCATION
Bachelor of Science, Electrical Engineering, University of California - Irvine

TIME COMMITMENT
50%
Kenneth Lau, PMP  
CONSULTANT  
EWCG

Kenneth joined Edgett Williams as a Consultant in 2023. Prior to joining Edgett Williams, Kenneth was the Director of Sales over Construction and Modernization for TK Elevator. He started in the industry in 2012 and has had the opportunity to work with Schindler, Otis, and TK Elevator in various roles from project manager, senior project manager, project executive, national major projects manager, and director.

RELEVANT PROJECT EXPERIENCE
Salesforce Tower, San Francisco, CA
Park Tower at Transbay, San Francisco, CA
Santa Clara Gateway Offices, Santa Clara, CA
Levi’s Stadium, Santa Clara, CA
Transbay Transit Center, San Francisco, CA
Oceanwide Center, San Francisco, CA
Chase Center Arena, San Francisco, CA
CPMC Van Ness and St. Lukes Campus, San Francisco, CA
500 Folsom (Transbay Block 9), San Francisco, CA
303 Second St., San Francisco, CA
101 California St., San Francisco, CA
399 Fremont, San Francisco, CA
601 Oakland City Center, Oakland, CA
Washington Hospital Healthcare System, Fremont, CA
8th and Figueroa, Los Angeles, CA
City View Plaza 200 Park, Santa Jose, CA
Genesis Towers, South San Francisco, CA
MSG Sphere, Las Vegas, NV
Lucas Museum of Narrative Art, Los Angeles, CA

EDUCATION
Master of Business Administration, San Francisco State University
Bachelor of Science, Management Science, University of California - San Diego

REGISTRATIONS
Project Management Professional, PMP

TIME COMMITMENT
50%

Thom Chiaramonte, AIA  
PROJECTS DIRECTOR  
EWCG

Thom Chiaramonte, AIA joined Edgett Williams as a Senior Consultant in 2003. Prior to joining Edgett Williams, Mr. Chiaramonte was the senior technical adviser for the architectural firm NBBJ in San Francisco. Thom is both a registered architect in California and member of the American Institute of Architects; he brings with him over twenty-five years of experience in architecture and the design process. With a degree in Architecture and his proficiency with AutoCAD and Object Based Design/Building Information Modeling tools, he leverages both architectural and technological skillsets in his role as a liaison to the design team.

RELEVANT PROJECT EXPERIENCE
Banc of California Stadium, Los Angeles, CA
San Diego Central Courthouse – San Diego, CA
UCSF Mission Bay, San Francisco, CA
Pier 70 Building 12, San Francisco, CA
UCLA Learning and Teaching Center, Los Angeles, CA
Apple Tower Theater, Los Angeles, CA
UCSD CAL IT2, San Diego, CA
UC Berkeley - CITRIS II - Davis Hall, Berkeley, CA
Ninth and Figueroa Towers, Los Angeles, CA
360 Residences, San Jose, CA
Market Square, San Francisco, CA
Salesforce Transit Center, San Francisco, CA
Google Campus, Mountain View, CA
NVIDIA Headquarters, Santa Clara, CA
Apple Campus, Cupertino, CA

EDUCATION
Bachelor of Architecture, California Polytechnic University - San Luis Obispo

REGISTRATIONS
American Institute of Architects (AIA)

TIME COMMITMENT
20%
Ben Cating provides thought leadership and project management for technology and acoustics in high-capacity venues and mixed-use projects. Ben is sought by clients who want to leverage technology to spark engagement. He understands the pressures on venue management from competing stakeholders and is able to help facilitate and validate decisions. Ben has been part of the Salas O'Brien team since 2003.

**RELEVANT PROJECT EXPERIENCE**
American Family Fields of Phoenix, Phoenix, AZ
Banc of California Stadium, Los Angeles, CA
Chase Field, Phoenix, AZ
Children's Mercy Park, Kansas City, KS
Climate Pledge Arena, Seattle, WA
FITTEAM Ballpark of the Palm Beaches, West Palm Beach, FL
Minute Maid Park, Houston, TX
Oracle Park, San Francisco, CA
Petco Park, San Diego, CA
Q2 Stadium, Austin, TX
Salt River Fields at Talking Stick, Maricopa County, AZ
Scottsdale Stadium, Scottsdale, AZ
T-Mobile Park, Seattle, WA
Dallas Baptist University Horner Ballpark, Dallas, TX
University of California Berkeley Softball Field, Berkeley, CA
University of South Carolina Softball Stadium at Beckham Field, Columbia, SC

**EDUCATION**
Bachelor of Science, Electrical Engineering
Louisiana Tech University

**MEMBERSHIPS**
US Green Building Council
LEED Accredited Professional 2009

**TIME COMMITMENT**
10%

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David Battershell is a talented project manager for technology in new construction and renovation projects. He is adept at design for complex systems reliant on the interaction of many systems (IT, AV, security, DAS, building management, etc). David joined the team in 2013 and demonstrates positive energy in leading teams to develop great solutions.

**RELEVANT PROJECT EXPERIENCE**
Alamodome, San Antonio, TX
American Family Fields of Phoenix, Phoenix, AZ
Banc of California Stadium, Los Angeles, CA
F1 Circuit of the Americas, Travis County, TX
Climate Pledge Arena, Seattle, WA
Crypto.com Arena, Los Angeles, CA
FITTEAM Ballpark of the Palm Beaches, West Palm Beach, FL
Q2 Stadium, Austin, TX
Highmark Stadium, Buffalo, NY
NFL Jacksonville Jaguars Training Facility, Jacksonville, FL
Pro Football Hall of Fame, Canton, OH
US Bank Stadium, Minneapolis, MN
Abilene Christian University - Wildcat Football Stadium, Abilene, TX
University of Texas Darrell K Royal Texas Memorial Stadium Expansion, Austin, TX

**EDUCATION**
Bachelor of Science, Electrical Engineering, University of Texas at Austin

**REGISTRATIONS**
BICSI Registered Communications Distribution Designer #265124

**MEMBERSHIPS**
AVIXA Membership

**TIME COMMITMENT**
10%
SADDLEBACK ROOFING

SCOPE OF WORK:
+ Roofing

LOCATION:
+ 1645 W Orangewood Ave
  Orange, CA 92868

FIRM PROFILE:
Saddleback Roofing, located right adjacent to Angel Stadium, in Orange, CA, has been serving single membrane residential and commercial roofing needs in the Southern California region since 1956. We take great pride in quality roofing projects for the commercial community including architects, general contractors and developers. Our work includes all types of single membrane roofing including EPDM, TPO and other trade names. We have done significant roofing projects for Honda Center, Ralph’s and Von’s grocery store chains to Hampton and Marriot hotels. Our work force is committed to safety. We are trained in working at heights and will take all precautions while reviewing the condition of the Angel Stadium roofing at height. We look forward to serving as the single membrane roofing reviewer for Angel Stadium and the Populous team.

We will select staff that are trained for such reviews and can perform these roofing reviews in the three days allotted.

UNDERSTANDING OF NEED

For our firm’s understanding of the scope of work as well as an anticipated approach, outline of tasks necessary for successful completion, and suggestions or special concerns, please refer to Section 2 Scope of Services & Schedule beginning on page 40.
Minneapolis, Minnesota
In 2018, Populous engaged Brailsford & Dunlavey to investigate the extent, cost and timing of potential capital improvements for T-Mobile Park through the fiscal year 2036. The primary objective of this project was to identify the cost of necessary capital improvements required to maintain T-Mobile Park as a first-class Major League ballpark.

To accomplish this, the Consulting Team completed a systematic and thorough evaluation of T-Mobile Park by completing four (4) critical tasks:

- Development of an improvements-to-date or “baseline” matrix that quantifies previous levels of investment through 2023;
- Conducting a three-day facility assessment that included visual inspections of key building systems;
- Development of an online survey to examine patron attitudes; and
- The identification of over 400 investments required over the next 20 years across 26 key building systems or areas.

Additionally, the Mariners and PFD sought to examine potential “upgrade improvements” designed to enhance and maintain the spectator experience, and quantify the economic and fiscal benefits of maintaining T-Mobile Park in a first-class manner.
Pittsburgh Pirates
PNC Park

PROJECT DETAILS

NAME: Capital Improvements and Master Plan
LOCATION: Pittsburgh, Pennsylvania, USA
COMPLETION DATE: 2013 (Master Plan), 2014 CapEx Plan, 2014 (Renovations), 2015 & 2016 (Renovations)
PROJECT TEAM: Populous - Lead Architect
CLIENT REFERENCE: Frank Coonelly
President
Pittsburgh Pirates
E: frank.coonelly@pirates.com

PROJECT DESCRIPTION AND SCOPE

- Capital expenditures top to bottom review of all ballpark building systems with engineering and architectural staff
- Report of all capital expenditure findings
- Design master plan for PNC Park for the next generation baseball experience
- Level by level improvements to improve fan flow, food and beverage options, enhance the look and feel of PNC Park and to further capitalize on one of the best ballparks in MLB
- Multiple rounds of design and review in highly interactive process with senior Pirates management
- The master plan resulted in five projects being implemented and open for the 2015 season
- All improvements were priced by a local contractor (Mascaro Construction) and reported to Pirates for budget purposes - Our relationship with Mascaro Construction continued through the implementation of all five projects
- Master plan continues to be a living document with the Pirates as they actively plan to continue to make phased changes to PNC Park
NAME: Busch Stadium Capital Improvements Plan
LOCATION: St. Louis, Missouri, USA
COMPLETION DATE: 2018
PROJECT DETAILS:
- Site Development
- Structural (building structure, canopies, ramps, stairs, etc.)
- Exterior Systems (roofs, walls, windows, doors, etc.)
- Interior Systems (partitions, flooring, casework, glazing, doors, etc.);
- Fire Protection (pumps, piping, valves, sprinkler heads, etc.);
- Conveying Systems (elevators, escalators);
- Mechanical Systems (central plant, HVAC systems, controls, equipment, plumbing systems, gas systems, fuel systems, etc.);
- Electrical Systems (electrical power, equipment, lighting fixtures and controls, field lighting, etc.);
- Stadium Seating;
- Furniture, Fixtures & Equipment
PROJECT TEAM: Brailsford & Dunlavey - Team Lead
Populous - Lead Architect

NAME: Petco Park Capital Improvements Plan and Master Plan
LOCATION: San Diego, California, USA
COMPLETION DATE: 2015
PROJECT DETAILS:
- Site Development
- Structural (building structure, canopies, ramps, stairs, etc.)
- Exterior Systems (roofs, walls, windows, doors, etc.)
- Interior Systems (partitions, flooring, casework, glazing, doors, etc.);
- Fire Protection (pumps, piping, valves, sprinkler heads, etc.);
- Conveying Systems (elevators, escalators);
- Mechanical Systems (central plant, HVAC systems, controls, equipment, plumbing systems, gas systems, fuel systems, etc.);
- Electrical Systems (electrical power, equipment, lighting fixtures and controls, field lighting, etc.);
- Stadium Seating;
- Furniture, Fixtures & Equipment
PROJECT TEAM: Populous - Lead Architect
NAME: Washington Nationals Capital Improvements Plan  
LOCATION: Washington, D.C., USA  
COMPLETION DATE: 2014  
PROJECT DETAILS: - Site Development  
- Structural (building structure, canopies, ramps, stairs, etc.)  
- Exterior Systems (roofs, walls, windows, doors, etc.)  
- Interior Systems (partitions, flooring, casework, glazing, doors, etc.);  
- Fire Protection (pumps, piping, valves, sprinkler heads, etc.);  
- Conveying Systems (elevators, escalators);  
- Mechanical Systems (central plant, HVAC systems, controls, equipment, plumbing systems, gas systems, fuel systems, etc.);  
- Electrical Systems (electrical power, equipment, lighting fixtures and controls, field lighting, etc.);  
- Stadium Seating;  
- Furniture, Fixtures & Equipment  
PROJECT TEAM: Brailsford & Dunlavey - Team Lead  
Populous - Lead Architect

NAME: AT&T Park Capital Facility Assessment (Now Oracle Park)  
LOCATION: San Francisco, California, USA  
COMPLETION DATE: 2010  
PROJECT DETAILS: The 2011/2012 study examined the following areas:  
- Baseline Facility Assessment  
- 10 Year Projected Capital Improvements  
- Capital Improvements Cash Flow Analysis  
- Master Plan Concepting  
PROJECT TEAM: Populous (HOK Sport at the time)  
Rutherford and Chekene – Structural ME Engineers – MEP/IT  
WJHW – AV/Scoreboard/Broadcast  
Bigelow Companies – Food Service  
Lerch Bates – Vertical Transportation
Known for its unique traditions and charm, Wrigley Field is an integral piece of the history and future of America’s pastime. To preserve its charm and ensure its viability for years to come, the team began a multi-year restoration and modernization project coined the 1060 Project in 2014. A part of the project included introducing game-changing premier experiences to Wrigley Field focused on four themes: tradition, beauty, charm and luxury.

The mission was for Wrigley Field to remain the best place to catch a baseball game and to keep its historic, majestic charm while also offering seats with prime views and access to an exclusive club and first-class amenities.

Each of Wrigley Field’s new ticketed premier clubs, including Maker’s Mark Barrel Room, American Airlines 1914 Club and the Catalina Club, offers a bar with premium drinks and exciting menu options, all in a climate-controlled space with private restrooms. Top-notch service and unrivaled amenities bind these clubs together. Unique personalities and distinct features set them apart.

**PROJECT DETAILS:**
- Project Cost: $307 Million
  PH 3&4
- Completion: 2019
- Awards: 2019 ENR Midwest Best Project: Renovation/ Restoration

**CLIENT REFERENCE:**
Chicago Cubs
Colin Faulkner
Sr. VP Sales and Marketing
CFaulkner@cubs.com
773-404-2927

“WHAT WE’VE DONE HERE IS SPECTACULAR. I LOVE THE CONCEPT OF TAKING SOMETHING OLD AND REBUILDING IT IN A WAY THAT YOU STILL HAVE THE VESTIGES OF WHAT IT USED TO LOOK LIKE WITH ALL THE AMENITIES OF TODAY. THERE’S NOTHING LIKE IT.”

JOE MADDON
Chicago Cubs General Manager
Designed by Populous, the new home of the Braves brings together a classic ballpark feel, modern amenities, and southern hospitality, creating a fan experience unlike any other. An intimate setting of 41,149 was designed to maximize sightlines. The ballpark features a three “deck” design with the middle and upper decks cantilevered over each lower deck to ensure all seats are closer to the action. An extensive canopy – approximately three times larger than most ballparks – along with several indoor spaces and clubs ensures the most comfortable environment during any type of weather. Wider concourses, most with direct views to the field, has allowed easy access around the ballpark to specialty food and beverage areas.

The venue’s architecture pays tribute to the natural environment while integrating into the existing topography of the site, which features a gently sloping terrain, allowing the home plate side of the park to nestle into the hillside.

The project is a first of its kind – a lifestyle destination that will seamlessly integrate a state-of-the-art baseball stadium with an engaging multi-use community, creating a vibrant atmosphere with unique shops, restaurants and entertainment venues that is accessible 365 days a year.

“THIS IS THE MOST BEAUTIFUL MAJOR LEAGUE BALLPARK I’VE EVER SEEN.”

JOHN SCHUERHOLZ
Atlanta Braves President
BOLSTERED BY **40 YEARS OF EXPERIENCE**
DESIGNING BALLPARKS AND BASEBALL FACILITIES ACROSS THE GLOBE, NO OTHER FIRM DRIVES DESIGN INNOVATION LIKE POPULOUS.

**MAJOR LEAGUE – 27 OF 30 BALLPARKS**
Wrigley Field Improvements, Chicago, Illinois
T-Mobile Park Renovations, Seattle, Washington
Truist Park (formerly SunTrust), Cobb County, Georgia
Marlins Park, Miami, Florida
Target Field, Minneapolis, Minnesota
Kauffman Stadium Renovation, Kansas City, Missouri
Yankee Stadium, New York, New York
Citi Field, New York, New York
Progressive Field, Cleveland, Ohio
Comerica Park, Detroit, Michigan
Citizens Bank Park, Philadelphia, Pennsylvania
Great American Ball Park, Cincinnati, Ohio
Coors Field, Denver, Colorado
Nationals Park, Washington, D.C.
Busch Stadium, St. Louis, Missouri
PETCO Park, San Diego, California
PNC Park, Pittsburgh, Pennsylvania
Minute Maid Park, Houston, Texas
Oracle Park, San Francisco, California
Globe Life Park Renovations
Angel Stadium of Anaheim, Anaheim, California
Fenway Park Improvements, Boston, Massachusetts
Oriole Park at Camden Yards, Baltimore, Maryland
Guaranteed Rate Field, Chicago, Illinois
Tropicana Field, St. Petersburg, Florida

**SPRING TRAINING FACILITIES**
George M. Steinbrenner Field Enhancements
CenturyLink Sports Complex Renovation, Fort Myers, Florida
Sloan Park, Mesa, Arizona
JetBlue Park, Fort Myers, Florida
Goodyear Spring Training Facility, Goodyear, Arizona
Charlotte Sports Park, Port Charlotte, Florida
Surprise Recreation Campus, Surprise, Arizona
San Diego Padres Dominican Academy, San Cristobal, Dominican Republic
Scottsdale Stadium, Scottsdale, Arizona
Dodgertown Renovation, Vero Beach, Florida
Bright House Field, Clearwater, Florida
Peoria Spring Training Facility, Peoria, Arizona
Jackie Robinson Stadium Study, Daytona Beach, Florida
Kino Veteran Memorial Stadium, Tucson, Arizona
Roger Dean Stadium, Jupiter, Florida
Phoenix Municipal Stadium Renovation Study, Phoenix, Arizona
HoHoKam Stadium and Fitch Park Player Development Complex, Mesa, Arizona
Baltimore Orioles Spring Training Facility Master Plan, Ft. Lauderdale, Florida
Tempe Diablo Stadium, Tempe, Arizona
City of Palms Park, Fort Myers, Florida
Homestead Sports Complex, Homestead, Florida
West Palm Beach Stadium Complex Master Plan, West Palm Beach, Florida
Ed Smith Sports Complex, Sarasota, Florida
Boardwalk & Baseball, Hanes City, Florida
Port St. Lucie Sports Complex, Port St. Lucie, Florida
The Populous team has a successful track record delivering public assembly building designs of this magnitude. The major factors that create this successful track record of delivery success include:

- Firm experience with the building type
- Key design team member experience assembled for your project
- Familiarity with each other
- Collaboration and teamwork mentality
- Technical expertise and depth of resources

Each of these statements lend credibility to our team’s overall ability to meet a schedule that will be defined as this project moves forward.

Successfully meeting and delivering schedules is foremost a function of having highly skilled and experienced individuals placed into key roles on a project. The Populous team assembled for your project includes individuals at all levels of design, production and management who were key leaders in the successful delivery of new, major stadium projects and significant renovations such as at your stadium. Successfully meeting schedules also requires having key team members fully dedicated to your project. Our team will be available, dedicated to your project and worked together on similar projects before. The internal resources our firm offers its employees and the wealth of knowledge we provide our clients and builder partners will be crucial in meeting challenges head on while offering unique perspectives.

Schedule adherence is an essential component to project success. Integrating the requirements of the Project Manager and Team from the onset will aid in excellent decision making and establish the critical path for the project. Populous will work directly with the City of Anaheim and the Angels to create the roadmap in detail including package-based delivery approach and key milestones.

Our philosophy in minimizing schedule and budget issues include:

**PROCESS**
Utilize proven methodologies to conduct our business efficiently and accurately.

- Budget, program and quality alignment incrementally throughout the project.
- Being sensitive to design and constructibility issues. Designing to simplify construction and enable efficient sequencing.
- Anticipating issues before problems arise.

**TEAMING**
Great projects have great teams.

- Develop good relationships with all team members based on mutual trust and respect.
- Great communication and coordination between all parties focused on solving problems.
- Helping everyone succeed to create successful outcomes.

**RESPONSIBILITY**
Every team member owns the project.

- Doing our job to design and document the project to minimize errors and omissions.
- Owning our responsibilities. Fixing our mistakes.
- Performing as professionals.

Finally, and most important, our firm culture and the individual team leaders proposed for your project will listen, engage, and foster a "project first" mentality that will overcome challenges that help deliver and meet schedules established alongside the project team’s owner and builder.
Low, Medium and High Priority Maintenance Items

Our teams proven method of cost estimating and reporting procedures include these key steps, evaluations and discussions before we report anticipated costs to the client group. This cost estimating procedure outline is tailored for the low, medium and high priority repair items.

1. Assembly and organization of clear low, medium and high priority maintenance items necessary to keep the ballpark functional.
2. Vetting of repair or maintenance procedures and selecting the best and most economical approach to achieve the desired end result. This includes discussions with City of Anaheim and Angels for specific items.
3. Vetting if any existing or in place maintenance programs or other capital expenditures can capture these anticipated repair costs.
4. Utilize design and engineering consultants experience with such repair items and their opinion of probable cost.
5. Vet that cost opinion with KPRS for their opinion, southern California local market cost considerations and then if necessary, reaching out to specific subcontractors in that field of repair for their opinion of cost.
6. Present these anticipated costs to City of Anaheim and Angels, if necessary, to gain concurrence that the cost or cost estimate seems reasonable.

10 and 20 Capital Improvements Plan + Matrix

In a similar manner, the following cost estimating procedure has been used with previous MLB capital planning to ensure a plan that key stakeholders believe it and can use for the foreseeable future.

1. Development of a capital planning matrix format that is usable for the City of Anaheim and Angels.
2. Use of software that is easily accessible and usable for the intended users.
3. Establish the 10 year capital plan matrix to a level of specificity that is more element based and provide cost estimate budgets for each element.
4. Establish a 20 year capital plan matrix that is more yearly budget driven by the results of the 10 year element matrix. This will give the City of Anaheim the best budget forecasting tool possible based on the solid data of the 10 year plan.
5. Review carefully each plan with the City of Anaheim and make edits as necessary to finalize. Understand that this is a living 10 and 20 year plan that will need to be updated periodically.
Quality assurance is a comprehensive practice that is deeply ingrained in our firm’s culture.

Hiring professionals committed to quality, promoting high standards of excellence and creating a learning environment focused on developing expertise all contribute to a culture of delivering quality in every aspect of what we do.

Project-specific quality assurance begins with the project team understanding and embracing the expectations in areas of cost, quality, scope and schedule. This process requires anticipation, cooperation, communication, coordination, flexibility and action.

In order to have a successful project we need to strike a balance between each of these aspects.

Quality assurance at Populous is completed by a focused team of senior architects. The QA team has weekly meetings to discuss issues encountered on all projects within the office, lessons learned during construction, design issues affecting project documentation such as new requirements in the model building codes (IBC, NFPA), ADA rulings, and construction product successes or failures. A member of the Quality assurance team is assigned to each project to review the documents during each design phase. QA team members provide additional technical guidance to the project team, recommend alternatives based on previous firm experiences and provide a second, independent review of the overall documentation quality. A list of comments is provided to the project team for response and closure and detailed review meetings occur to ensure that any items identified are incorporated into the final documents.

Quality control is handled by the project team. The project team uses office standard stadia checklists when reviewing the drawings to check completeness. QA/QC Checklists are formatted so as to follow the project through each phase. Proper uses of these lists help ensure timely design decisions in a logical sequence, and assist in completing a project efficiently. These comprehensive checklists are a valuable tool in minimizing omissions from the project. The checklists consist of tasks and deliverables completed and/or initiated during the appropriate phase of the project. The project team uses the checklists as a reference from the beginning of the project to check the applicable items at the end of each phase. They also include coordination items for structural, mechanical, electrical, plumbing, civil, fire protection, low voltage, and other disciplines. Accessibility and sustainability measures are also examined.
SCOPE OF SERVICES & SCHEDULE
**APPROACH**

Our approach to Angel Stadium facility assessment is simple. Through visual review of existing conditions, open discussion with City of Anaheim and Angels about the results found during the visual review process and thoughtful, organized assessment reporting, cost estimating and finally delivery of the information that is easily consumable by all key stakeholders. Our task by task outlines, in more detail, what we believe will be the steps necessary for this to be a successful process. This process will take team work, clear communications and open dialog about conditions for the results to be usable and believable for all stakeholders.

**WORK PLAN**

**Task 1: Attend kick off meeting at Angel Stadium around May 1 timeframe (one day)**
- Half day listening session from the City of Anaheim and Angels reps to discuss condition of ballpark.
- Get any maintenance reports or other information on hand.
- Half day break out session with maintenance staff to review their areas of concentration.
- Verbal report to larger group at end of day for initial conditional assessment of systems.

**Task 2: Three Day On-Site Conditional Review (three days but concurrent with Task 1)**
- Daily walking reviews of building/site systems with or without City or Angels staff. Photograph and document conditions.
- Daily verbal reporting to larger group of conditions found at end of each day.
- Larger two hour wrap up session at end of three days reviews on-site at ballpark whereby verbal or visual reviews are shared with larger group.

**Task 3: Draft Reporting (three weeks)**
- Assemble photos of deficient items
- Narrative writing of deficient items and systems
- Note deficiencies in low, medium and high priority items
- Assemble enough information of these deficient items that they can be cost estimated by a GC. Photos, narratives, sketches are acceptable
- Draft 10 and 20 year capital improvements following Populous spreadsheet lead.
- Assemble enough information for these capital improvements that they can be cost estimated by GC. Providing your cost input for this effort is also helpful and asked for.
- Provide a preliminary assessment opinion of how Angel Stadium facility condition compares to Kauffman and Dodger Stadiums and how that opinion was determined.

**Task 4: Preliminary Reporting to City of Anaheim (one day meeting - one week timeframe total)**
- On-site meeting for one day to report and discuss preliminary results to this point and receive comments.
- Submit this preliminary report to Populous and Populous assembles and submits to City of Anaheim.

**Task 5: Final Reporting (one week)**
- Based on comments from the City of Anaheim and others, assemble report into final drafts and submit to Populous.
- Populous will format and have one last review with consultant team and then submit final report to the City of Anaheim.
- Final report to provide definitive opinion of condition of Angel Stadium as compared to Kauffman and Dodger Stadiums as it relates to Sections 10 and 22 of the Angel Stadium Lease

**Task 6: Unforesseens (half time, two weeks)**
- Add two weeks of half time of staff for delays or other items not accounted for at this moment.
CAPITAL EXPENSE PLANNING

The Populous team adopts a comprehensive approach to Facility Capital Expense Planning, drawing on our team’s extensive experience in facility operations and long-term capital expense program planning and implementation. Our multi-step process involves an initial analysis of existing maintenance programs and logs, as well as maintenance expense reports, to establish a baseline for developing a capital improvement program that takes into account existing system conditions, as well as both functional and non-functional obsolescence. This approach allows us to tailor a capital program that is appropriately sized and adequately funded.

As part of our assessment, we scrutinize each component individually while considering its function in the context of the building’s overall system. To this end, we will not recommend wasteful spending such as replacing an item if it was recently replaced and is in good working order and meets the future needs and requirements of the facility, but rather focus on the long-term maintenance needs of each component.

Working in collaboration with our team industry expert partners and specialists, we conduct a detailed Facility Assessment to identify the current condition of critical components such as infrastructure, MEP systems, foodservice, technology, and others. Based on our findings, we develop a 20-year maintenance and replacement cost plan, with needs prioritized into High, Medium, and Low categories, with client input and feedback, to ensure urgent needs are highlighted.

We create a cost matrix in Microsoft Excel using current market pricing and information from our cost estimators and current actual costs realized on our other projects taking place through North America. The matrix includes appropriate soft costs such as design, testing, permitting, insurance, bonding as well as an appropriate amount of contingency and escalation to ensure future funding allocation is adequate. The cost matrix is designed to be easily updated by our clients in the future, along with the ability to adjust based on scenarios that our clients wish to hypothesize as they see fit.
NOTICE OF AWARD
Date: April 27, 2023

MEETING #1 (TASKS 1 & 2)
Project Kick-Off/Listening Session and Initial Ballpark Review
Date: May 1–4, 2023

MEETING #2 (TASK 4)
Preliminary Reporting to City of Anaheim
Date: May 30, 2023

MEETING #3 (TASK 6)
Final Reporting to City of Anaheim
Date: June 20, 2023

JUNE 20, 2023
FINAL STUDY SUBMISSION
FEE PROPOSAL

03
As requested, Appendix 5 Fee Proposal Form is provided on page 2.

Additionally, the following are the fees and costs for the proposed facility assessment as outlined in our Work Plan Tasks and time durations noted in our Schedule.

**Professional Fees:** $292,000 (Two hundred, ninety-two thousand dollars USD)

**Travel Expenses:** $32,000 (Thirty-two thousand dollars USD)

**Printing and other Costs:** $1,000 (One thousand dollars USD)

**Total Cost:** $325,000 (Three hundred, twenty-five thousand dollars USD)

Populous is excited about the opportunity to work at Angel Stadium once again. We are open to negotiating our fee as needed to complete this project.

**HOURLY RATES**

Please see below for our 2023 project staff hourly rates as well as the rates of all the named firms on the following pages.

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EXAMPLE FACILITY ASSESSMENT
T-MOBILE PARK
CAPITAL PLANNING & MASTERPLAN
VOLUME 01
ENHANCING AN ICON
April 30, 2019

T-MOBILE PARK 2.0

T-Mobile Park is an unforgettable place. The ballpark is not only a celebrated icon within the sport of baseball; it also plays an important role as a symbol of Seattle. Baseball’s lasting influence upon the Emerald City is reflected in the building’s soaring green arcs that move assuredly over steady Northwest skies, permanently embedding the spirit of the game into a single, coherent gesture along the city’s unmistakable skyline.

By carefully combining contemporary and traditional elements, the ballpark pairs baseball’s nostalgic character with the energy of a contemporary and forward-thinking metropolis. Friendly architectural expressions are captured in charming brick patterns while sculpturally dynamic forms pay heed to the character of the district’s industrial heritage. References to nearby waterfront docks and steel cranes are apparent in the nautical quality of the ballpark’s silhouette, while its interior spaces bring together eclectic experiences that respect local culinary and brewing traditions. Delicate green steel details frame bright and airy concourses; there is never a dull vista. The outdoor environment is faithfully respected within the ballpark, shedding light on the region’s optimal summer baseball weather. Pleasant breezes and the sounds of the city permeate its confines, inviting the feeling of Seattle to surround fans and players alike.

There is a universal appreciation for T-Mobile Park as an architectural gem, having been selected for inclusion on the AIA’s prestigious list of America’s Favorite Architecture. The honor acknowledges the select company of only 150 buildings nationwide, and T-Mobile Park is one of only two buildings in Seattle chosen by the public for the prize. The building’s sophisticated blend of technology and family-friendly features are an achievement. We believe – as a design team – that these unique characteristics of T-Mobile Park provide us with a fitting roadmap to approach the design of the next generation of this great ballpark.

We appreciate the opportunity to work with the Seattle Mariners in developing concepts that respect the rare qualities of T-Mobile Park while finding new ways to enhance them through careful architectural exploration. The efforts contained within this volume are a collection of united concepts that will reinforce the nature of the ballpark and usher it into a new era of profitability and fan engagement. We thank you for this exciting opportunity.
Executive Summary

Background
In December 2018, the Seattle Mariners ("Mariners") engaged Populous and Brailsford & Dunlavey ("B&D") to provide ballpark master planning and capital improvements planning for T-Mobile Park (formerly Safeco Field). The primary objective of the capital improvement planning portion of the assignment was to assist the Mariners in developing an annual plan and budget for capital expenditures ("CapEx") work in the year 2020, and rolling 10-Year plan and budget for future CapEx work as required by the Lease and Operating Agreement with the Washington State Major League Baseball Public Facilities District ("PFD"). As part of this work, Populous and B&D were tasked with reviewing and updating portions of the previously prepared Safeco Field Long-Term Capital Needs Assessment ("LTCNA").

Baseline Improvements Analysis
The purpose of baseline improvement analysis is to examine progress towards implementation of CapEx work identified by the LTCNA during the intervening years of 2017, 2018, and 2019 in order to update and revise CapEx projections. Based upon B&D's review, overall CapEx work activities were generally in alignment with the LTCNA, however a limited number of activities were performed out of sequence, either earlier or later than originally planned. In addition, there were some new activities performed that were not contemplated in the LTCNA. The reasons for differences between planned and actual CapEx work vary, but in general may include the following:
- Performance of unanticipated work primarily resulting from new code and security requirements, including ADA improvements, additional metal detectors; changes to access control system, and design of a new perimeter bollard system
- Mariners' staff were able to extend the useful life of certain systems without adversely impacting operations such as the replacement of televisions, and certain food service equipment
- Mariner's staff identified a number of improvements that required implementation sooner than originally planned, including improvements to the kids area, roof runway truss repair, playing field systems, elevators, and interior finishes
- Lastly, replacement of the sound reinforcement system, and video production system were deferred due to the sizable cost and at the time still unknown outcome of lease renewal discussions. However, the Mariners did proceed with design and procurement planning for these systems to facilitate near-term implementation.

In summary, while CapEx work activities performed during the referenced years did not completely align with LTCNA projections, the improvements that were made enabled the Mariners to continue operating the ballpark in a first-class manner.

Facility Assessment
Populous and B&D together with specialty subconsultants (collectively the "Consulting Team") met with the Mariners in December 2018 to gain an understanding of existing conditions at T-Mobile Park. The conditions were observed over a three-day period and included interviews with Mariners Staff and tours of the ballpark. Information developed during the assessment has been utilized to help inform the revised capital improvement plan.
**A. Necessary Improvements**
The necessary improvements delineated in the LTCNA are still valid. The Consulting Team recommends the addition of the following items.

- **Architectural** – Add perimeter physical barrier along the exterior of the ballpark, consisting of bollards, planters, and benches along the sidewalk to protect guest and pedestrians in compliance with the National Safety Act and as permitted by the City of Seattle.

- **Retractable Roof** – Add life safety and electrical infrastructure to accommodate the roof accent lighting project.

- **General Renewal and Replacement** – Add allowances to accommodate unknown replacements consistent with the LTCNA, but were not previously included (Interior, Team Facilities, Food Service, Mechanical, Electrical, and Plumbing).

- **Technology** – Move replacement of menu boards from Food Service to Technology and specify menu boards as digital in order to interface with the point of sale system.

- **Gate Expansion** – Reconfigure a portion of the gate area at the left field entrance to provide new gates and relieve ingress/egress congestion, and to provide additional food & beverage offerings.

- **Edgar’s Corner Patio** – Reconfigure a portion of concourse and seating bowl in left field on the 100 Level to relieve congestion and to provide new loge box seats and renovate existing concession area.

- **Terrance Club Seating Modifications** – Reconfigure portions of the Terrace Club to provide a variety of market-responsive seating options, including “4 Topp” tables and lounge boxes.

The Consulting Team believes that the T-Mobile Park is generally in very good condition for its age, and that the Mariners have maintained the facility in a first-class manner. However, as noted in the LTCNA there remain a number of spaces and systems that will require replacement in the near-term.

**B. Upgrade Improvements**
The Master Planning process identified a number of recommended upgrade improvements, which are focused on enhancing the fan experience.

- **Lookout Landing** – Convert a portion of the concourse in left field on the 300 Level to provide a party deck with views to downtown, seating, lighting, televisions, and food & beverage offerings.

- **Roof top Rotunda** – Convert a portion of the concourse behind home plate on the 300 Level to provide a destination within the ballpark with improved views to the Puget Sound, family activities, seating, lighting, televisions and audio-visual elements, and food & beverage offerings.
EXECUTIVE SUMMARY

Annual Plan (2020)
The Consulting Team in collaboration with the Mariners have developed an Annual Plan to include anticipated CapEx work for the year 2020, which is detailed in the attached Exhibit. The total cost of the plan, including necessary and upgrade improvements is $34.4MM inclusive of a 15% contingency.

1. Necessary Improvements
The plan includes approximately 60 individual improvements, which are assigned categories consistent with the LTCNA and references are provided if applicable, a brief item description is provided along with a determination with regard to eligibility of the improvement for County Tax Revenue funding, life cycle and phasing information are provided, and estimated costs are presented in 2019 dollars without inflation. The budgeted cost of the necessary improvements in the plan is $18.5MM inclusive of a 15% contingency. The plan includes an alternate to implement the perimeter physical barrier noted above, however, implementation of the project is currently on hold pending City approvals. If the alternate work is included, the total estimated cost of the plan is $25.2MM.

2. Upgrade Improvements
The plan includes 5 individual improvements, consisting of the Lookout Landing, Rooftop Rotunda, Gate Expansion, Edgar’s Corner Patio, and Terrance Club seating modifications noted above. The budgeted cost of upgrade improvements in the plan is $9.2MM.

Rolling 10-Year Plan (2020 through 2029)
The Consulting Team in collaboration with the Mariners have developed a rolling 10-year plan to include anticipated CapEx work for the years 2020 through 2029, which is detailed in the attached Exhibit. The total cost of the plan, including necessary and upgrade improvements is $278.7MM inclusive of 3% inflation compounded annually and a 15% contingency.

1. Necessary Improvements
The plan includes approximately 597 individual improvements, which are summarized in the attached exhibit. Individual improvements are summarized into categories consistent with the LTCNA with estimated costs presented in 2019 dollars, and annual costs for inflation and contingency provided below the line. The budgeted cost of necessary improvements in the plan is $172.5MM inclusive of inflation and contingency.

2. Upgrade Improvements
Due to the preliminary nature of the master planning effort, the Rolling 10-Year Plan currently includes the 5 individual improvements, with a to-be-determined number of individual improvements for the remainder of the plan. However, the total budgeted cost includes assumptions for additional upgrade improvements. The budgeted cost of upgrade improvements in the plan is $106.2MM inclusive of inflation and contingency.
**Milestones**

- August 6th, 2018 - Notice of Award
- Tuesday, December 18th, 2018 - Project kick-off, listening session, and initial ballpark review
- Wednesday, January 16th, 2019 - Masterplan review #1 with Mariners staff
- Wednesday, January 30th, 2019 - Masterplan review #2 and capital improvement plan review with Mariners staff
- Wednesday, March 6th, 2019 - Masterplan review #3 and capital improvement plan review with Mariners staff
- Week of March 25th, 2019 - Masterplan and capital improvement plan presentations with Mariners ownership

**Economic Summary**

- Necessary expenditures in the proposed capital plan through the 25 year lease term total $366,000,000.
- Approximately $172,000,000 of necessary expenditures are included in the initial 10 year capital plan. This total includes inflation and contingency.
- Projected funding over the 25 year lease term totals $477,000,000, from both the county and capital expenditure funds.
- Projected cost of scheduled upgrade improvements through 2023 totals $106,000,000.
- In certain years, expenditures exceed funding, which will require financing until the PFD funds accrue.

**Next Steps**

- Conduct a yearly review of capital spending and execute the formation of a 1 and 10 year capital planning document, to be submitted to the PFD.
- Initiate 2020 upgrade projects.
- Assess and plan for proposed future upgrade projects through 2023 and beyond.
- Continue to monitor and evaluate any changes or developments within the vicinity of the ballpark for future revenue generating opportunities.
General Summary

- Following a period of initial conversations with Mariners staff pertaining to desired programmatic functions, the design team began an immersive process of familiarization with the ballpark's existing conditions via drawing, research, and site visits.

- Shortly thereafter, Populous engaged in a series of exercises resulting in the generation of architectural concepts providing a mix of upgrades to existing assets in the form of:
  - Fan Enhancements
  - Improved Seating
  - Enhanced Operational Efficiencies
  - Creation of Fan Amenities
  - Alleviation of Distressed Inventory
  - General Revenue Opportunities

- After a sequence of additional design refinements based on client feedback, Skanska Construction was engaged to provide initial pricing estimates corresponding to stages of preliminary concept modeling.

- Pricing estimates were further refined by a series of budgetary discussions amongst the design team, Skanska, and Mariners staff.

- As a result of budgetary analysis and pressing organizational needs, 10 masterplan concepts were selected from a total of 26 to interface collectively in a 4-year construction plan and thus designated “Timeline Projects.”
District Studies

- Populous consequently engaged in supplementary master planning studies associated with modifications to the existing T-Mobile Park parking structure. These studies pertained to the incorporation of a new rooftop concert venue, potential front office relocation, and various methods to obtain increases in parking capacity.

- Further district studies expanded to the real estate potential offered by the existing undeveloped lot opposite the Home Plate Rotunda. Improvements included considerations for a new hotel, entertainment destinations, meeting spaces, and generous outdoor amenities.

- Finally, Populous worked in collaboration with Ryan Durkan and her team of HCMP Law Offices to determine potential large-scale development opportunities offered by the greater SoDo District and consistent with general zoning strategies. Optimal zoning conditions were identified and considered in reference to a wide array of improvements suggested for the greater district.
CONTENTS

VOLUME 1: ENHANCING AN ICON

PG. 14–21 Capital Planning Overview
PG. 22–35 Year-by-Year Plan
PG. 36–43 Multi-Year Funding Analysis

VOLUME 2: BALLPARK, REIMAGINED

PG. 4–11 Masterplan Projects Overview
PG. 12–177 Year-by-Year Upgrade Projects
PG. 178–241 Supplemental Projects

VOLUME 3: ENERGIZING THE DISTRICT

PG. 6–31 Concert Hall & Amphitheater
PG. 32–57 Mixed-Use Development District
PG. 58–63 Parking Structure Annex / Expansion
PG. 64–73 Transit Improvements
“I have a little project.”

EDGAR MARTINEZ
DH / THIRD BASEMAN (1987-2004), MARINER LEGEND, AND HALL OF FAME INDUCTEE - CLASS OF 2019

EAGLE HARDWARE AND GARDEN COMMERCIAL, 1996
VOLUME 1:
Enhancing an Icon
Capital Planning

OVERVIEW

Update 2016 Long-Term Capital Needs Assessment to align with Lease Renewal:

- Capital Plan for Lease term - 25 Year Plan
- 10-year Rolling Plan (submit to PFD)
- 1-year Plan for 2020 (submit to PFD)

Process:

- Review of previous capital spending
- Facility assessment and interviews with Mariners
- Working sessions with Mariners refine findings

Proposed Capital Plan:

- Similar format as previous report in order to help PDF make connections
- Includes same cost inflation over time (3%) and contingency (15%) as previous report
- Divide into “Necessary” and “Upgrade” capital needs
- Includes funding analysis
Previous Report
Capital Planning

PRIMARY ASSESSMENT FINDINGS

The ballpark has been operated and maintained in a first-class manner.

Some major building systems nearing or exceeding the end of useful economic life and require near-term replacement:

- Sound reinforcement system
- Point of sale system
- Lighting control system
- Ongoing bogie wheel replacement

A significant increase in annual investment over historic levels will be required to maintain the facility in a first class condition and meet Applicable Standard.
Capital Planning

25 YEAR PLAN

NECESSARY CAPITAL ONLY

ANNUAL EXPENDITURES

CUMULATIVE EXPENDITURES
Necessary expenditures in Proposed Capital Plan:

$366MM vs. $347MM in previous plan
### Capital Planning

#### 10 Year Plan

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10Year Plan:

Approximately $172MM, including inflation and contingency.

First 5 years represent $104MM of the total $172MM investment over 10 years.
# Capital Planning

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**Seattle Mariners**

v1.25
## Capital Planning

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- **Bogie Wheel Replacement - $2MM**
- **Out-of-Town Display - $1.5MM, Digital Security Access - $1.2MM, Video Analysis - $1MM**
# Capital Planning

## YEAR 3

*(2022)*

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- Bogie Wheel Replacement - **$2MM**
- Fascia LED Displays - **$3.5MM**, Video Production System - **$3MM**, TVs - **$500k**
- Replace Distributed Television System - **$2.5MM**, Broadcast Cable - **$1.25MM**
## Capital Planning

### YEAR 4

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- Modernize Suites - **$1.72MM**, Food Service Equipment - **$365k**  
- Playing Field Heating System - **$1.15MM**, Sub Air System - **$345k**  
- Video Production System (Phase 2) - **$6MM**, TVs - **$500k**  

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<th><strong>$7,365,000</strong></th>
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<td><strong>$17,516,000</strong></td>
<td><strong>168,865,760</strong></td>
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## Capital Planning

### YEAR 5

(2024)

<table>
<thead>
<tr>
<th>Category</th>
<th>2020</th>
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<td>Building Systems</td>
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<td>Technology</td>
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<tr>
<td>Technology Infrastructure</td>
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<p>| Number of Improvements  | 52        | 61        |
| Present Day Value of Improvements | $20,843,200 | $18,372,770 |
| Value of Improvements with Inflation | $20,843,000 | $20,678,720 |
| Value of Improvements w/ Contingency | $23,969,473 | $23,780,530 |</p>
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<th>6</th>
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<td>2026</td>
<td>2027</td>
<td>2028</td>
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**Year 5 (2024)**

*Paint Roof Structure - $3MM, Admin Offices - $865k, General Painting - $575k*

<table>
<thead>
<tr>
<th>Year</th>
<th>56</th>
<th>57</th>
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<td>$2,695,000</td>
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*Replace Seat Backs - $3MM, Modernize Suites - $1.72MM, Replace Seat Anchors - $1.25MM*

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*Replace Outfield LED Display - $5.5MM*

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Masterplan Projects

2020

Terrace Club Seating Modifications $1,431,000*
Lookout Landing $2,257,000*
Rotunda Roof Deck Phase 01 $2,475,000*
Edgar’s Gate Line Extension & Corner Patio $3,080,000*

2021

Family Zone - Playground and Teen Area $13,200,000
Centerfield Terraces and ‘Pen Upgrades $12,930,000
### 2022

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost</th>
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<tr>
<td>Diamond Club + Street Front</td>
<td>$14,520,000</td>
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<tr>
<td>Press Club</td>
<td>$18,500,000</td>
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<tr>
<td>Writing Press Relocation</td>
<td>$3,900,000</td>
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### 2023

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hall of Fame &amp; Main Concourse Food Hall</td>
<td>$16,295,000</td>
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</table>

*Project costs include 25% hard costs and 25% soft costs. All other project costs include 25% hard costs only.*
Capital Planning

FUNDING ANALYSIS

Projected funding over lease term:

$477MM (County + CapEx funds)

- Cost of Necessary Capital: $366MM
- Cost of Upgrades: $106MM

Total cost of Necessary Capital + Upgrades:

$472MM

In certain years, Expenditures exceed Funding, which will require financing until PFD funds accrue.
Projected funding over lease term: $477MM (County + CapEx funds)

- Cost of Necessary Capital: $366MM
- Cost of Upgrades: $106MM

Total cost of Necessary Capital + Upgrades: $472MM

In certain years, Expenditures exceed Funding, which will require financing until PFD funds accrue.
Capital Planning

CASH FLOW

(NECESSARY ONLY)
Available Funding:

$477MM vs. $366MM in Necessary expenditures over the Lease term, resulting in approximately $111MM of funding capacity before applying any upgrades.
T-Mobile Park 2.0

DECISION SUPPORT BASIS

REVENUE PROJECTS

• Strong ROI / Revenue contribution to other projects
• Re-purpose of under performing space
• Revenue diversification
• Meet or exceed applicable standard
• Attract new target markets
• Ballpark refreshment / new offerings
• Capture some capital planning costs
NON-REVENUE PROJECTS

• Fan enhancements
  Improved F&B experience
  New or improved seating and viewing experience
  Break linear seating rows / diversify ballpark experience

• Operational efficiencies

• Create new fan amenity in distressed inventory
• Meet or exceed applicable standard
• Attract new target markets
• Ballpark refreshment / new offerings
• Capture some capital planning costs
T-Mobile Park 2.0

COST AND REVENUE MODELING

MASTERPLAN PROJECT ESTIMATING

• Hard construction costs
• Contractor indirect costs
• Contingency
  15% Design
  10% Construction
  25% Total
• No WSST (10.1%)
• No development soft costs
ECONOMICS MODEL ESTIMATE

- Revenue and expense escalation - 3.25%
- WSST - 10.1%
- Sponsorship inflation - 1.5%
- Project soft cost - 15%
CONTENTS

VOLUME 1: ENHANCING AN ICON

PG. 14–21  Capital Planning Overview
PG. 22–35  Year-by-Year Plan
PG. 36–43  Multi-Year Funding Analysis

VOLUME 2: BALLPARK, REIMAGINED

PG. 4–11  Masterplan Projects Overview
PG. 12–177  Year-by-Year Upgrade Projects
PG. 178–241  Supplemental Projects

VOLUME 3: ENERGIZING THE DISTRICT

PG. 6–31  Concert Hall & Amphitheater
PG. 32–57  Mixed-Use Development District
PG. 58–63  Parking Structure Annex / Expansion
PG. 64–73  Transit Improvements
“I have a little project.”

EDGAR MARTINEZ
DH / THIRD BASEMAN (1987-2004), MARINER LEGEND, AND HALL OF FAME INDUCTEE - CLASS OF 2019

EAGLE HARDWARE AND GARDEN COMMERCIAL, 1996
VOLUME 2:

Ballpark, Reimagined
Masterplan Projects

Complete Review of Ballpark, Perimeter Surroundings, and Transportation Nodes

- Terrace Club Seating Modifications
- Lookout Landing
- Rotunda Roof Deck
- Edgar’s Gate Line Extension & Corner Patio

2020

- Family Zone - Playground and Teen Area
- Centerfield Terraces and ‘Pen Upgrades
- Diamond Club + Street Front

2021

- Press Club
- Writing Press Relocation

2022

- Hall of Fame & Main Concourse Food Hall
Supplemental Project List

- Hit it Here Cafe
- Scoreboard Bar
- Club Level Renovation
- Suite Level Renovation
- Mariner Office Shell Space
- Lookout Landing Treehouse
- Left Field Gate Event Space
- Field Access Tunnel Expansion
- New Gate & Pedestrian Bridge Expansion
- T-Mobile Park Dugout Shift
- Founders / Charter Seat Addition
Masterplan Projects

OVERVIEW

EXISTING CONDITIONS – 2019
PROPOSED CONDITIONS

- Centerfield Terraces
- Edgar’s Corner
- Lookout Landing
- Event space
- Rotunda Roofdeck
- Scoreboard Bar
- Family Zone
- Hit it Here Cafe
- New entry gate and pedestrian bridge
PROPOSED CONDITIONS

- Rotunda Roofdeck
- Lower Press Club
- Diamond Club
- 3rd Base Club Seats
- Lookout Landing
- Event Space
- Edgar’s Corner
- Centerfield Terraces
- New entry gate and pedestrian bridge
- 1st Base Club Seats
- Family Zone
- Hit it Here Cafe
Masterplan Projects

2020

- Terrace Club Seating Modifications
- Lookout Landing
- Rotunda Roof Deck Phase 01
- Edgar’s Gate Line Extension & Corner Patio
Terrace Club Seating Modifications

PROJECT SUMMARY

- Install new seating options in the terrace club
2020
TERRACE CLUB SEATING MODIFICATIONS
EXISTING
2020
TERRACE CLUB SEATING MODIFICATIONS

PROPOSED – 4 TOPP TABLES
## CLUB LEVEL

![Diagram of club level](image)

## PROJECT DATA

| Seats (+/-) | -780 |
| SRO (+/-)   | n/a  |
| Gross SF    | +4,200 |
| Est. Cost   | $1,431,000 |
| Payback Period | 2.4 years |
| Net ROI     | $25,700,000 |
| Net New Rev. | $1,059,000 + |

- 54 “4 Topp” tables
  - 4 people per table
  - 216 seats shown

- 12 lounge boxes
  - 8 people per box
  - 96 seats shown

- 1092 club seats removed, replaced by 312 premium seating types
2020

TERRACE CLUB SEATING MODIFICATIONS

PROPOSED – LOUNGE SEATS
CLUB LEVEL

PROJECT DATA

| Seats (+/-) | -780 |
| SRO (+/-)   | n/a  |
| Gross SF    | +4,200 |
| Est. Cost   | $1,431,000 |
| Payback Period | 4.6 years |
| Net ROI     | $9,200,000 |
| Net New Rev. | $424,000 + |

- 54 “4 Topp” tables
  - 4 people per table
  - 216 seats shown

- 12 lounge boxes
  - 8 people per box
  - 96 seats shown

- 1092 club seats removed, replaced by 312 premium seating types
VIEW OF TERRACE CLUB
New seating options.
PROJECT SUMMARY

- Amplify the Lookout Landing experience with minor modifications

- Create backyard atmosphere with trellis element, TVs, lounge furniture, and festoon lighting
2020

LOOKOUT LANDING

EXISTING
2020
LOOKOUT LANDING
PROPOSED

Glass windbreak
Existing bar removed
Relocated bar

Lighting and trellis above
New lounge furniture
New TVs
**PROJECT DATA**

<table>
<thead>
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<tr>
<td>Est. Cost</td>
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- Renovated outdoor space than can be used for a variety of baseball and non-baseball events throughout the year
- Lounge experiences and great views to the game, the city, the Sound, and the mountains
- Similar finish to Xfinity Rooftop in Atlanta at SunTrust Park

**UPPER CONCOURSE**

**Payback Period** 7.8 years
**Net ROI** $3,300,000
**Net New Rev.** $186,000 +
VIEW OF LOOKOUT LANDING
Creating backyard atmosphere with minor modifications.
Rotunda Roof Deck

PROJECT SUMMARY

- Create raised rotunda roof deck with great views
- Provide additional F&B points of sale
- Provide destination for upper concourse patrons
2020

ROTUNDA ROOF DECK

EXISTING
2020

ROTUNDA ROOF DECK

PROPOSED

- Relocated kids batting / pitching tunnels (Temporary)
- Integrated bench and drinkrail
- Raised deck at perimeter and rotunda / 2500 SF
- Portables F&B carts / 8 P.O.S.
- Media mesh or similar LED outdoor screens
- Reuse existing picnic tables
**PROJECT DATA**

<table>
<thead>
<tr>
<th>Seats (+/-)</th>
<th>n/a</th>
</tr>
</thead>
<tbody>
<tr>
<td>SRO (+/-)</td>
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<tr>
<td>Gross SF</td>
<td>+2,500</td>
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<tr>
<td>Est. Cost</td>
<td>$2,475,000</td>
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- Create new raised rotunda roof deck for great views to Puget Sound and a unique experience accessible to upper bowl fans
- Provide family seating and adult seating zones
- Relocate kids batting and pitching tunnels temporarily
- Amplify space with large-scale LED outdoor screen to connect fans to game
- **Sponsor Integration:**
  A partner who values environmental sustainability
A unique experience accessible to upper bowl fans.
VIEW OF ROTUNDA ROOF DECK
Offers panoramic views to Puget Sound and beyond.
VIEW OF ROTUNDA ROOF DECK
Provides seating options for adults and families.
ROTUNDA ROOF DECK

VIEW OF ROTUNDA ROOF DECK
Large-scale LED outdoor screen to connect fans to game.
Edgar’s Gate Line Extension & Corner Patio

PROJECT SUMMARY

- Relieves major congestion both within the ballpark and on the perimeter
- Adds new entrance gates
- Adds new seating types
- Creates more advertising space
- Increases functional length of The ‘Pen
OPENING DAY

2020

2021

2022

2023

2024
2020

EDGAR’S GATE LINE EXTENSION

EXISTING
2020

EDGAR’S GATE LINE EXTENSION

PROPOSED

Expand existing gate line (16 new gates) to encompass new circulation to The Pen
**PROJECT DATA**

<table>
<thead>
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<th>Seats (+/-)</th>
<th>n/a</th>
</tr>
</thead>
<tbody>
<tr>
<td>SRO (+/-)</td>
<td>n/a</td>
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<td>Gross SF</td>
<td>+4,500</td>
</tr>
<tr>
<td>Est. Cost</td>
<td>$1,500,000</td>
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- Expanded gate line
- Increased functional length of The ‘Pen
- Relocated box office, replaced with new restrooms and retail
EDGAR’S GATE LINE EXTENSION

VIEW OF EDGAR’S GATE LINE EXTENSION
Reconfigured entry experience.
EDGAR’S GATE LINE EXTENSION

VIEW OF EDGAR’S GATE LINE EXTENSION
Reconfigured entry experience.
2020

EDGAR’S CORNER PATIO

PROPOSED

- Signiﬁcant increase in circulation width
- Deck over existing treads, new linear drink rail seats
- Branding / advertising opportunity along new walls
MAIN CONCOURSE

PROJECT DATA

| Seats (+/-) | -625 |
| SRO (+/-)   | +75  |
| Gross SF    | +4,500 |
| Est. Cost   | $1,580,000 |

- 800 seats removed, replaced by 175 premium drinkrail seats
- Renovated concession area
- New patio areas with views to the field
- Increased concourse width to reduce congestion
- Reuse of existing stair to relieve concourse congestion
EDGAR'S CORNER PATIO

VIEW OF EDGAR'S CORNER PATIO
New patio areas with views to the field.
EDGAR’S CORNER PEN EXTENSION

PROPOSED

- Expand existing gate line (16 new gates) to encompass new circulation to The ‘Pen
- Relocated box office
- New restrooms
- New retail
FUTURE PHASE SUMMARY

- Renovated concession area
- New patio areas with views to the field
- Increased concourse width to reduce congestion
- Reuse of existing stair to relieve concourse congestion
Masterplan Projects

2021

• Family Zone - Playground and Teen Area
• Centerfield Terraces and ‘Pen Upgrades
2021

Family Zone - Playground and Teen Area

PROJECT SUMMARY

- A new field-facing family zone accessed by the upper concourse
2021

FAMILY ZONE – PLAYGROUND

LOOK & FEEL
SPONSOR INTEGRATION

- Children’s health or outdoor equipment partner
- Baseball activities themed as an adventure camp embracing spirit of the Pacific Northwest
- Creates experiences for kids to connect with the Mariners’ story and the Mariner Moose
- F&B lounge areas themed to incorporate outdoor equipment sponsor
- A unique seating section dedicated to parents
2021

FAMILY ZONE – PLAYGROUND

EXISTING

Existing sunshade, to remain
Remove top ten rows of precast bowl
Remove all seats inside dashed line (925 seats)
UPPER CONCOURSE
2021

FAMILY ZONE – PLAYGROUND

PROPOSED

New themed playground equipment
Mariner Moose Den
Batting and Pitching Cages
Integrated Parent Seating Section
New deck / 4500 SF
UPPER CONCOURSE

PROJECT DATA

| Seats (+/-) | -925 |
| SRO (+/-) | +175 |
| Gross SF | +5,550 |
| Est. Cost | $9,460,000 |

- Integrated baseball elements for children to familiarize with rules of the game and experience the athleticism of in-game situations
- Mix of traditional and contemporary playground equipment with Pacific Northwest theming and substantial baseball integration
VIEW OF THE FAMILY ZONE PLAYGROUND
With a unique seating section dedicated specifically to parents.
FAMILY ZONE – PLAYGROUND

VIEW OF THE FAMILY ZONE PLAYGROUND
A mix of traditional and contemporary playground equipment with Northwest theming.
2021

FAMILY ZONE – TEEN AREA

EXISTING

Remove existing concession stand
2021

FAMILY ZONE - TEEN AREA

PROPOSED

Exhibit Space “A” / 350 SF
Exhibit Space “B” / 3000 SF
### Project Data

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- Exhibit spaces on existing concourse floor slab
- **Sponsor Integration:** A technology partner to establish connections between historic moments in Seattle baseball history with future product offerings
2021

Centerfield Terraces and ‘Pen Upgrades

PROJECT SUMMARY

- Create a signature and highly-visible outfield element catering to diverse fan experiences
- Establish a destination hospitality space
- Regularize outfield geometries
- Adds additional front row standing room
- Builds new permanent bathrooms for The ‘Pen
- Increases back-of-house storage space
- Enhances street presence for The ‘Pen and Centerfield Gate
OPENING DAY

2020
2021
2022
2023
2024
2021

CENTERFIELD TERRACES AND ‘PEN UPGRADES

EXISTING
2021

CENTERFIELD TERRACES AND ‘PEN UPGRADES

PROPOSED
**PROJECT DATA**

<table>
<thead>
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<td>+25,000</td>
</tr>
<tr>
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<td>$12,930,000</td>
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</table>

- Creates a signature and highly-visible outfield element
- 4 levels of new amenities
- Regularizes outfield geometries
- 300 linear feet of standing-room-only drink rail
2021

CENTERFIELD TERRACES AND ‘PEN UPGRADES

PROPOSED
**Bleachers**

**Project Data**

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<td>SRO (+/-)</td>
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</table>

- Creates a signature and highly-visible outfield element
- 4 levels of new amenities
- Regularizes outfield geometries
- 300 linear feet of standing-room-only drink rail
2021

CENTERFIELD TERRACES AND 'PEN UPGRADES

LOOK & FEEL
SPONSOR INTEGRATION

- Story focused on the iconic roof of the ballpark
- Supported by beer or spirit sponsor

**Bar Name Options:**
- Wheels & Axles Drafts
- Axles & Ales
- Moonshot Bar
2021
CENTERFIELD TERRACES AND ‘PEN UPGRADES
EXISTING
2021

CENTERFIELD TERRACES AND ‘PEN UPGRADES

PROPOSED
**PROJECT DATA**

- **Seats (+/-)**: n/a
- **SRO (+/-)**: +144
- **Gross SF**: +25,000
- **Est. Cost**: $12,930,000

- Creates a signature and highly-visible outfield element
- 4 levels of new amenities
- Regularizes outfield geometries
- 300 linear feet of standing-room-only drink rail
CENTERFIELD TERRACES AND ‘PEN UPGRADES

VIEW OF THE UPDATED ‘PEN ENTRANCE
Enhanced street presence at Centerfield Gate.
CENTERFIELD TERRACES AND ‘PEN UPGRADES

VIEW OF THE UPDATED ‘PEN ENTRANCE
Enhanced street presence at Centerfield Gate with amenity space above.
2021

CENTERFIELD TERRACES AND ‘PEN UPGRADES

EXISTING
2021

**CENTERFIELD TERRACES AND 'PEN UPGRADES**

**PROPOSED**

- Food prep station
- Concession (8 P.O.S)
- Keg cooler
- Stairs to The Pen
- New SRO terraces with drink rails
- Stairs to Bleachers
- Retail
- Creates a signature and highly-visible outfield element
- 4 levels of new amenities
- Regularizes outfield geometries
- 300 linear feet of standing-room-only drink rail
CENTERFIELD TERRACES AND ‘PEN UPGRDES

VIEW OF HOSPITALITY SPACE ON MAIN CONCOURSE
Destination social spaces catering to diverse fan experiences.
2021
CENTERFIELD TERRACES AND 'PEN UPGRADES
EXISTING
2021

CENTERFIELD TERRACES AND 'PEN UPGRADES

PROPOSED

- New Bar (8 P.O.S)
- Stairs to Main Concourse
- New concrete slab
- Stairs to Main Concourse
### BLEACHERS

**PROJECT DATA**

| Seats (+/-) | n/a     |
| SRO (+/-)   | +144    |
| Gross SF    | +25,000 |
| Est. Cost   | $12,930,000 |

- Creates a signature and highly-visible outfield element
- 4 levels of new amenities
- Regularizes outfield geometries
- 300 linear feet of standing-room-only drink rail
CENTERFIELD TERRACES AND ‘PEN UPGRADES

HIGHLY VISIBLE SOCIAL DESTINATIONS
Bridging current outfield bleacher sections.
CENTERFIELD TERRACES AND 'PEN UPGRADES

HIGHLY VISIBLE SOCIAL DESTINATIONS
Bridging current outfield bleacher sections.
Masterplan Projects

2022

- Diamond Club & Street Front
- Press Club
- Writing Press Relocation
Diamond Club & Street Front

PROJECT SUMMARY

- A refresh of the Diamond Club to maintain a truly premium experience for the most premium customers

- Street front area previously underutilized will target important ballpark needs
2022
DIAMOND CLUB & STREET FRONT
LOOK & FEEL
• The best seats in the house

• Intimate club with rich finishes, updated lighting solutions, and seamlessly integrated memorabilia

• Buffet style dining

• Large feature bar at higher ceiling area, pool table / communal dining

• Smaller, more intimate craft cocktail bar at lower area

• New 1500 SF kitchen in adjacent area

• 256 total proposed seats (net gain of 30 seats in conservative game day configuration
  - 216 4-top dining seats
  - 30 communal dining seats
  - 10-to-14 barstools
  - 22 lineal feet of drink rail
2022
DIAMOND CLUB & STREET FRONT
EXISTING
2022
DIAMOND CLUB & STREET FRONT
PROPOSED

- Updated lobby
- New pantry
- New tiered press conf. room
- New kitchen
- New PFD offices
- New press/staff dining
NEW 1500 SF KITCHEN IN ADJACENT AREA

- 160 +/‐ dining seats

- Seas (+/‐) n/a
- SRO (+/‐) n/a
- Gross SF +20,450
- Est. Cost $14,520,000

- Diamond Club: -$8,000,000 Project Cost
- Street Front: -$6,520,000 Project Cost

- Intimate club with rich finishes, updated lighting solutions, and seamlessly integrated memorabilia

- Buffet style dining

- Large feature bar at higher ceiling area, pool table / communal dining

- Smaller, more intimate craft cocktail bar at lower area
### Project Data

<p>| | |</p>
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<tr>
<td>Gross SF</td>
<td>+10,500</td>
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<tr>
<td>Est. Cost</td>
<td>$8,000,000</td>
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- Buffet style dining
- Large feature bar at higher ceiling area, pool table / communal dining
- Smaller, more intimate craft cocktail bar at lower area
- New 1500 SF kitchen in adjacent area
- 256 total proposed seats (net gain of 30 seats in conservative game day configuration
  - 216 4-top dining seats
  - 30 communal dining seats
  - 10-to-14 barstools
  - 22 lineal feet of drink rail
VIEW OF FEATURE BAR
An intimate club with rich finishes, updated lighting.
VIEW OF FEATURE BAR
Located at area with higher ceilings.
VIEW OF SPECIALTY COCKTAIL BAR
Smaller, more intimate craft cocktail bar at lower area.
2022

Press Club

PROJECT SUMMARY

- One of the best behind-home-plate locations would be reclaimed to provide completely new revenue opportunities for a new class of premium customers
2022
PRESS CLUB
LOOK & FEEL
PROJECT DATA

- Great views
- Ala Carte menu with some display cooking for entertainment value
- Large feature bar
- Sports bar area with large screens
- Small signature bar
- Chef’s table
- Mixture of light and dark materials
- Glass divider walls
- New kitchen
- Incorporate local art
- Adds 299 interior dining seats
2022
PRESS CLUB
EXISTING
**2022**

**PRESS CLUB**

**PROPOSED**

- New mens restroom
- New womens restroom
- New service elevator
- New kitchen 2350 SF
## PROJECT DATA

<table>
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<td>Payback Period</td>
<td>5.8 years</td>
</tr>
<tr>
<td>Net ROI</td>
<td>$99,300,000</td>
</tr>
<tr>
<td>Net New Rev.</td>
<td>$4,900,000+</td>
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</tbody>
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- Great views
- Ala Carte menu with some display cooking for entertainment value
- Large feature bar
- Sports bar area with large screens
- Small signature bar
- Chef’s table
- Mixture of light and dark materials
- New kitchen
2022 PROPOSED PRESS CLUB

Chef's Table
Food Display
Bar Display
Kitchen
Operable Glass

Luxury Loungers with side tables
Drink Rails with Barstools
Luxury 4-Tops
Standard seats
Dining Experience Zone
Cocktail Bar Zone
**LOWER PRESS**

**PROJECT DATA**

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<tr>
<td>Net New Rev.</td>
<td>$4,900,000+</td>
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- Adds 299 interior dining seats
- Speakeasy adds about 28 soft lounge seats and 6 barstools
- 240 standard seats or...  
  - 80 luxury 4-tops + wheelchair positions + 12 standard  
  - 80 luxury loungers + wheelchair positions + 12 standard  
  - 120 drinkrail barstools + wheelchair positions + 12 standard
2022 PRESS CLUB
LOUNGE CHAIRS WITH TABLES
VIEW OF PRESS CLUB INTERIOR
Great views with a mixture of light and dark materials.
Incorporation of local art.
VIEW OF SPORTS BAR AREA
Large screens provide enhanced connection to on-field action.
2022
PRESS CLUB LOUNGE
LOOK & FEEL
LOWER PRESS

PROJECT DATA

| Seats (+/-) | +240 |
| SRO (+/-)   | +50  |
| Gross SF    | +16,500 |
| Est. Cost   | $18,500,000 |

- Moody, intimate club
- Cocktail bar
- Concealed entrance
- Special memorabilia displayed
- Comfortable banquettes
- Dark, rich materials
- Seats approx. 28 in love seats and 6 barstools
VIEW OF PRESS CLUB LOUNGE
An intimate club featuring dark, rich materials and special memorabilia.
Writing Press Relocation

PROJECT SUMMARY

- By creating the Press Club, the writing press will need a new space at the ballpark. Through re-purposing the suites found on the club level and taking over a section of the terrace club, up to 75 writers will have a conditioned space with great views of the game.
2023

WRITING PRESS RELOCATION

EXISTING
2023

WRITING PRESS RELOCATION

PROPOSED
<table>
<thead>
<tr>
<th>Stations</th>
<th>Seats Lost</th>
<th>Gross SF</th>
<th>Est. Cost</th>
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<tr>
<td>+75</td>
<td>+215</td>
<td>+1,486</td>
<td>$1,600,000</td>
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</table>

- Relocated writing press on the club level
- Relocate GM and V. GM suites and replace with writing press dining and work stations
- New writing press workroom will have (2) two new toilet rooms
- Existing terrace club seats to be reallocated to writing press stations
- No sightline obstructions for terrace club patrons
WRITING PRESS RELOCATION

VIEW OF NEW WRITING PRESS
The new writing press location shown on the terrace club level
Masterplan Projects

2023

- Hall of Fame & Main Concourse Food Hall
2023

Hall of Fame & Main
Concourse Food Hall

PROJECT SUMMARY

- Update and amplify a new Mariner hall of fame experience

- Create a new food hall concept with more points of sale at the busiest entrance to the ballpark

- Relocate and replace bathrooms
2023

HALL OF FAME & MAIN CONCOURSE FOOD HALL

LOOK & FEEL
- **Local Food and Drink Destination**

- **Concessions:**
  Consistent industrial look to connect to prevailing Seattle identity, with changeable materials / elements for each individual concession
2023

HALL OF FAME & MAIN CONCOURSE FOOD HALL

PROPOSED

- New mens restroom
- New womens restroom
- New Kitchen
- New service elevator
- Food hall concepts / 9 P.O.S.
- New bar / 4 P.O.S.
- Grab and go / 2 P.O.S.
- Food hall concepts / 12 P.O.S.
- Kitchen
- Existing elevator
- Hall of fame displays
- New hall of fame deck
- Video Boards
- Guest services / Hall of Fame
**Main Concourse**

**Project Data**

<table>
<thead>
<tr>
<th>Seats (+/-)</th>
<th>n/a</th>
</tr>
</thead>
<tbody>
<tr>
<td>SRO (+/-)</td>
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</tr>
<tr>
<td>Gross SF</td>
<td>+11,420</td>
</tr>
<tr>
<td>Est. Cost</td>
<td>$16,295,000</td>
</tr>
</tbody>
</table>

- Main Concourse Food Hall - $10,100,000
- Hall of Fame - $6,195,000
- New Hall of Fame structured deck around the rotunda
  - Interactive & digital Hall of Fame content
- 2 new kitchen areas
  - 1200 square feet
  - 550 square feet
- Prep / Display / Service areas
  - 1500 square feet
  - 14 P.O.S.
Local restaurants and new concepts could deliver innovative ballpark food offerings.
HALL OF FAME & MAIN CONCOURSE FOOD HALL

VIEW OF THE ROTUNDA HALL OF FAME
An updated and amplified front door experience for the ballpark, showcasing Mariners history.
HALL OF FAME & MAIN CONCOURSE FOOD HALL

VIEW OF THE HALL OF FAME
New digital and interactive displays showcasing Mariners history.
T-Mobile Park

SUPPLEMENTARY PROJECTS

- Hit it Here Cafe
- Scoreboard Bar
- Club Level Renovation
- Suite Level Renovation
- Mariner Office Shell Space
- Lookout Landing Treehouse
- Left Field Gate Event Space
- Field Access Tunnel Expansion
- New Gate & Pedestrian Bridge Expansion
- T-Mobile Park Dugout Shift
- Founders / Charter Seat Addition
T-MOBILE PARK SUPPLEMENTARY PROJECTS

Hit It Here Cafe

PROJECT SUMMARY

- Create a re-imagined and updated space for group sales
- Redevelop a kitchen with significantly more firepower
- Remove the glass wall separating fans in the seating bowl from the sounds of the game and the ballpark
Supplementary Projects

**HIT IT HERE CAFE**

**PROPOSED**

- Relocated and enlarged kitchen
- New interior bar
- Relocated bathrooms
- Operable glass along concourse
**PROJECT DATA**

<table>
<thead>
<tr>
<th>Seats (+/-)</th>
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<tbody>
<tr>
<td>SRO (+/-)</td>
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<td>Gross SF</td>
<td>+8,650</td>
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<td>Est. Cost</td>
<td>$8,210,000</td>
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- Create an amenity for large group sales, appropriate for business groups and networking events
- Diverse seating types / lounge areas for informal meetings
- 225 linear feet of storefront - 80% operable glass
- New cooking kitchen
- Relocated restroom block
Supplementary Projects

HIT IT HERE CAFE

LOOK & FEEL
• Tech Industry Partners:
LinkedIn, WeWork, Facebook (or WorkPlace by Facebook)
T-MOBILE PARK SUPPLEMENTARY PROJECTS

Scoreboard Bar

PROJECT SUMMARY

- Create new sponsorship opportunities
- Provide a highly visible placemaker / element within the seating bowl
- Develop a new experience for fans
Supplementary Projects

SCOREBOARD BAR

PROPOSED
BLEACHERS

PROJECT DATA

<table>
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<tr>
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<tr>
<td>Gross SF</td>
<td>+6,172</td>
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<tr>
<td>Est. Cost</td>
<td>$5,510,000</td>
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- New bar area integrated into bleachers
- Standing room only drink rails with views to the game, with options for movable furniture and other seating types
- Highly visible branding opportunity
- 300 linear feet of standing room only drink rail
- Sponsor Integration: Focused on stats and player data, tied to scoreboard story of displaying information
T-MOBILE PARK SUPPLEMENTARY PROJECTS

Club Level
Renovations

PROJECT SUMMARY

- Upgrade and replace finishes throughout the Club Level
- Provide new and exciting seating arrangements
- Develop new partnerships
Supplementary Projects

CLUB LEVEL RENOVATIONS
### Club Level

#### Project Data

<table>
<thead>
<tr>
<th>Seats (+/-)</th>
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<tr>
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<tr>
<td>Est. Cost</td>
<td>$14,540,000</td>
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- 47,500 square feet of interior renovations
Suite Level Renovations

PROJECT SUMMARY

- Suite upgrades would refresh the suite’s appearance with contemporary materials, seating arrangements, and improved views of the ballpark.
Supplementary Projects

SUITE LEVEL RENOVATIONS
### Suite Level

#### Project Data

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>Est. Cost</td>
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- 68,000 square feet of interior renovations
Supplementary Projects

SUITE LEVEL RENOVATIONS
- Top Left
  T-Mobile Arena
- Middle Left
  Razorback Stadium
- Bottom Left
  Orlando city stadium
- Top Right
  SunTrust Park
- Bottom Right
  Heinz Field
Mariner Office

Shell Space

PROJECT SUMMARY

- A) A renovation of the current administrative office area would express a new contemporary look with updated amenities

- B) Relocating the Mariners administrative offices outside of the ballpark results in 38,400 square feet of shell space split between two floors
Supplementary Projects

MARINER OFFICE SHELL SPACE

LOOK & FEEL
### CLUB LEVEL & SUITE LEVEL

#### PROJECT DATA

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<tr>
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<td>+38,400</td>
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<tr>
<td>Est. Cost</td>
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- 38,400 square feet of interior renovations
T-MOBILE PARK SUPPLEMENTARY PROJECTS

Lookout Landing
Treehouse

PROJECT SUMMARY

- Create a new event space with commanding views that delivers new revenue opportunities
Supplementary Projects

LOOKOUT LANDING TREEHOUSE

PROPOSED
UPPER CONCOURSE

PROJECT DATA

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<td>+6,100</td>
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<tr>
<td>Est. Cost</td>
<td>$8,105,000</td>
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</table>

- 1,600 square feet of interior space
- 4,500 square feet of exterior space
- New elevator with 4 stops
- New stair connecting three levels
- 40 linear feet of operable glass wall
- Fully conditioned interior space
T-MOBILE PARK SUPPLEMENTARY PROJECTS

Left Field Gate
Event Space

PROJECT SUMMARY

- Create a new 2 story event space over the left field entry gate and plaza

- A new amphitheater, event space and roofdeck provide new functional space and revenue opportunities
Supplementary Projects

LEFT FIELD GATE EVENT SPACE

PROPOSED
## CLUB, SUITE, & UPPER CONCOURSE

### PROJECT DATA

<p>| | |</p>
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</tr>
<tr>
<td>Gross SF</td>
<td>+13,000</td>
</tr>
<tr>
<td>Est. Cost</td>
<td>$20,000,000</td>
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</table>

- 7,500 square foot sloped amphitheater
- 5,500 square foot roof deck
- 4,250 square foot glass and steel roof
- Infill between existing concourse and existing ramp, above left field entrance staircase
Supplementary Projects

LEFT FIELD GATE EVENT SPACE

PROPOSED
CLUB, SUITE, & UPPER CONCOURSE

PROJECT DATA

- Seats (+/-): n/a
- SRO (+/-): n/a
- Gross SF: +13,000
- Est. Cost: $20,000,000

- 7,500 square foot sloped amphitheater
- 5,500 square foot roof deck
- 4,250 square foot glass and steel roof
- Infill between existing concourse and existing ramp, above left field entrance staircase
PROJECT SUMMARY

- Widen existing field access tunnel for improved truck access to field
Supplementary Projects

**FIELD ACCESS TUNNEL EXPANSION**

- New column and foundation
- New ramp wall and field wall
- Remove existing ramp and field wall
- Widening existing field access tunnel to accommodate larger trucks and equipment
Supplementary Projects

FIELD ACCESS TUNNEL EXPANSION

Modify interior layout
New column and foundation
New ramp wall and foundation
| Seats (+/-) | n/a |
| SRO (+/-)  | n/a |
| Gross SF   | +1,000 |
| Est. Cost  | $765,000 |

- Widening existing field access tunnel to accommodate larger trucks and equipment
New Gate & Pedestrian Bridge Expansion

PROJECT SUMMARY

- Create new bridge connecting plaza west of parking garage to main concourse
- Expand gate line and security screening out to new plaza space
Supplementary Projects

NEW GATE & PEDESTRIAN BRIDGE EXPANSION

PROPOSED

Main concourse entry to new bridge

New bridge

Access to existing elevator

New entry plaza with security / ticketing space
### MAIN CONCOURSE

![Diagram of the main concourse]

### PROJECT DATA

<table>
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<tr>
<td>Gross SF</td>
<td>+10,300</td>
</tr>
<tr>
<td>Est. Cost</td>
<td>$5,725,000</td>
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- 5,600 square foot, 24’-0” wide pedestrian bridge
- 4,700 square foot new entry plaza, enclosed with ornamental fence, columns, and gates
- New pedestrian bridge connects south parking garage to main concourse
- New vertical circulation to grade
Supplementary Projects

NEW GATE & PEDESTRIAN BRIDGE EXPANSION

PROPOSED
### MAIN CONCOURSE

#### PROJECT DATA

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- *From Elevation shown on 8/14/18 Bush, Roed & Hitchings, Inc survey 2018144.00 (All elevations are in City of Seattle Datum (1977) - Approx. 9.7' lower than NAVD 88 datum)ze*

- **WASHDOT Design Manual 2017 - Min. vertical clearance above pedestrian bridge**
Supplementary Projects

NEW GATE & PEDESTRIAN BRIDGE EXPANSION

PROPOSED
### PROJECT DATA

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- **WASHDOT Design Manual 2017 - Min. vertical clearance above pedestrian bridge**
T-MOBILE PARK SUPPLEMENTARY PROJECTS

T-Mobile Park

Dugout Shift

PROJECT SUMMARY

- Establishing if T-Mobile Park could accommodate moving the dugouts further down the line
T-MOBILE PARK DUGOUT SHIFT

VIEW OF T-MOBILE PARK CURRENT DUGOUT LOCATION
VIEW OF T-MOBILE PARK CURRENT DUGOUT LOCATION VS. SUNTRUST PARK
SEATTLE
VS
NY YANKEES
T-MOBILE PARK DUGOUT SHIFT

VIEW OF T-MOBILE PARK CURRENT DUGOUT LOCATION VS. YANKEE STADIUM
SEATTLE VS HOK OPTION

2018 NETTING EX

DUGOUT LENGTH

56'-6"

41'-7"

47'-2"

38'-6"

47'-2"

56'-6"

38'-6"
VIEW OF T-MOBILE PARK CURRENT DUGOUT LOCATION VS. PROPOSED LOCATION
Founders / Charter Seat Addition

PROJECT SUMMARY

- Establishing if T-Mobile Park could accommodate founders / charter seats near the visiting team dugout
(8) ACCESSIBLE SPACES TO INCLUDE REMOVABLE 22" SEAT WITH PLATE/WHEELS. (OPTION: PADDED FOLDING CHAIR).

NEW 22" SEAT; END STANCHION MOVED FROM EXISTING LOCATION.

MIN 3'-0" SEATS TO BE RE-NUMBERED @ ALL EXISTING ROWS WHERE SEATS ARE ADDED -(7) TOTAL ROWS

(4) 22" SEATS; END STANCHION MOVED FROM EXISTING LOCATION THIS ROW

(4) 22" SEATS; END STANCHION MOVED FROM EXISTING LOCATION.

MIN 3'-0" (2) 22" SEATS; END STANCHION MOVED FROM EXISTING LOCATION.

EXISTING ROW OF (14) SEATS TO BE REATTACHED TO STADIUM TO ALLOW FOR TWO ADDITIONAL SEATS AS SHOWN AND 36" CLEAR AISLE AT 1ST BASE SIDE.

ALL NEW CONNECTION HARDWARE REQUIRED FOR RELOCATED SEATS AND STANCHIONS.

(8) FIXED 22" SEATS AT EACH ACCESSIBLE SPACE.

6 - --- A4 - 7 - A4

(8) 22" SEATS WITH END STANCHIONS.

TV MONITOR LOCATION POWER / DATA CONNECTION RE: DESIGN ASSIST ELEC. CONTRACTOR

SOLID SURFACE DRINKRAIL CONCRETE / BRICK VENEER FIELD WALL WITH CAST STONE CAP.

5'-0" 4'-8" 4'-6" 57 84 17 30 CROSS AISLE

266 SEATS + 1WC

LOSS OF 48 SEATS DUE TO DUGOUT RELOCATION

VIEW OF FOUNDERS / CHARTER SEATS
Proposed seat locations.
FOUNDERS / CHARTER SEAT ADDITION

(8) ACCESSIBLE SPACES TO INCLUDE REMOVABLE 22" SEAT WITH PLATE/WHEELS. (OPTION: PADDED FOLDING CHAIR).

NEW 22" SEAT, END STANCHION MOVED FROM EXISTING LOCATION.

MIN 3'-0"

SEATS TO BE RE-NUMBERED AT ALL EXISTING ROWS WHERE SEATS ARE ADDED - (7) TOTAL ROWS

(4) 22" SEATS; END STANCHION MOVED FROM EXISTING LOCATION THIS ROW

(4) 22" SEATS; END STANCHION MOVED FROM EXISTING LOCATION.

MIN 3'-0"

(2) 22" SEATS; END STANCHION MOVED FROM EXISTING LOCATION.

EXISTING ROW OF (14) SEATS TO BE REATTACHED TO STADIUM TO ALLOW FOR TWO ADDITIONAL SEATS AS SHOWN AND 36" CLEAR AISLE AT 1ST BASE SIDE.

ALL NEW CONNECTION HARDWARE REQUIRED FOR RELOCATED SEATS AND STANCHIONS.

(8) FIXED 22" SEATS AT EACH ACCESSIBLE SPACE.

6 A4 --- 7 A4

VIEW OF FOUNDERS / CHARTER SEATS

Proposed impact to Field Level.

LOSS OF 48 SEATS DUE TO DUGOUT RELOCATION

266 SEATS + 1WC

RECONFIGURE DUGOUT TUNNEL

FOUNDER / CHARTER SEAT ADDITION

SOLID SURFACE DRINKRAIL
CONCRETE / BRICK VENEER FIELD WALL WITH CAST STONE CAP.

5'-0"

4'-8"

4'-6"
T-MOBILE PARK
CAPITAL PLANNING & MASTERPLAN
VOLUME 03
ENERGIZING THE DISTRICT
CONTENTS

VOLUME 1: ENHANCING AN ICON

PG. 14–21 Capital Planning Overview
PG. 22–35 Year-by-Year Plan
PG. 36–43 Multi-Year Funding Analysis

VOLUME 2: BALLPARK, REIMAGINED

PG. 4–11 Masterplan Projects Overview
PG. 12–177 Year-by-Year Upgrade Projects
PG. 178–241 Supplemental Projects

VOLUME 3: ENERGIZING THE DISTRICT

PG. 6–31 Concert Hall & Amphitheater
PG. 32–57 Mixed-Use Development District
PG. 58–63 Parking Structure Annex / Expansion
PG. 64–73 Transit Improvements
“I have a little project.”

EDGAR MARTINEZ
DH / THIRD BASEMAN (1987-2004), MARINER LEGEND, AND HALL OF FAME INDUCTEE - CLASS OF 2019

EAGLE HARDWARE AND GARDEN COMMERCIAL, 1996
VOLUME 3:

Energizing the District
Masterplan Projects

BALLPARK DISTRICT

• Concert Hall & Amphitheater
• Mixed-Use District Development
• Parking Structure Annex / Expansion
• Transit Improvements
BALLPARK DISTRICT

Concert Hall & Amphitheater

PROJECT SUMMARY

- Versatile indoor/outdoor concert venue
- Situated above existing parking structure
- New office building frontage along Occidental Ave S
- 2 New levels of structured parking
District Projects

CONCERT HALL & AMPHITHEATER

EXISTING

PROPOSED
BALLPARK DISTRICT

PROJECT DATA

Stalls (+/-)  +120
Floors (+/-)  5
Gross SF

(1) Venue
  Interior Venue  +91,500 SF
  Outdoor Lawn  +32,630 SF
(2) Office Bldg  +96,500 SF
(3) Add’l Prkg  +42,000 SF

Est. Cost

(1) Venue  $68,165,043
(2) Office Bldg  $41,017,134
(3) Add’l Prkg  $9,286,832

Est. Total  $118,469,609

- (1) New indoor/outdoor concert venue situated above existing parking

- (2) New 60’ wide office building liner situated to west of existing garage. Office raised 17’ above Occidental Plaza below

- (3) Additional two levels of structured parking above the southern end of existing garage
CONCERT HALL & AMPHITHEATER

CROSS SECTION
Amphitheater situated above existing parking structure.
CONCERT HALL & AMPHITHEATER

INDOOR USE
Featuring enclosed-only configuration.
CONCERT HALL & AMPHITHEATER

INDOOR + OUTDOOR USE

Featuring combo configuration allowing for max capacity of approx. 6500.
New Office Building Extents

Outdoor Lawn
CONCERT HALL & AMPHITHEATER

PLAN
Showing amphitheater components and connection to proposed ‘office bar.’
EXISTING CONDITION
Current parking structure.
CONCERT HALL & AMPHITHEATER

PROPOSED CONDITION
Amphitheater situated above existing parking structure.
CONCERT HALL & AMPHITHEATER

PROPOSED CONDITION
Amphitheater massing shown in context to T-Mobile Park.
CONCERT HALL & AMPHITHEATER

PROPOSED CORNER CONDITION
Looking SE showing new office structure alongside existing garage.
CONCERT HALL & AMPHITHEATER

VIEW OF CONCERT HALL INTERIOR
Showing fixed seating, standing room area, and raised stage element.
VIEW OF CONCERT HALL INTERIOR
Showing fixed seating, standing room area, and raised stage element.
Ballpark District

Mixed-Use District Development

Project Summary

- Study feasibility of a Mariners District adjacent to the ballpark and consistent with local real estate trends

- Provide a mix of hotel, office, health services, entertainment, and generous public spaces

- Demonstrate comparisons with relatable ballpark developments found in other MLB cities throughout the country
District Projects

ENTERTAINMENT & HOSPITALITY BLOCK

PROPOSED
BALLPARK DISTRICT

PROJECT DATA

- **General Mixed-Use Program**: 131,700 SF
- **Exhibit**: 12,000 SF
- **Meeting**: 27,450 SF
- **Team Offices**: 64,500 SF
- **Add'l Parking**: 42,000 SF
- **Concert Hall & Amphitheater**: 124,130 SF
- **Outdoor Public Space**: 25,000 SF

**NEW INDOOR PROGRAM**
- +327,150 SF
- +99,630 SF

**NEW OUTDOOR PROGRAM**
District Projects

ENTERTAINMENT & HOSPITALITY BLOCK

PROPOSED
BALLPARK DISTRICT

PROJECT DATA

General Mixed-Use Program
131,700 SF

Exhibit
12,000 SF

Meeting
27,450 SF

Team Offices
64,500 SF

Add’l Parking
42,000 SF

Concert Hall & Amphitheater
124,130 SF

Outdoor Public Space
25,000 SF

NEW INDOOR PROGRAM
+327,150 SF

NEW OUTDOOR PROGRAM
+99,630 SF
District Projects

BALLPARK DISTRICT

EXISTING
**Project Data**

<table>
<thead>
<tr>
<th>Block</th>
<th>Block Area</th>
<th>Zoning</th>
<th>+/- SF</th>
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<tbody>
<tr>
<td>Block A</td>
<td></td>
<td>IC-85; FAR 3.0</td>
<td>143,710 SF</td>
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<tr>
<td>Block B</td>
<td></td>
<td>IC-85; FAR 3.0</td>
<td>99,922 SF</td>
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<tr>
<td>Block C</td>
<td></td>
<td>IC-85; FAR 3.0</td>
<td>138,020 SF</td>
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<tr>
<td>Block D</td>
<td></td>
<td>IC-85; FAR 3.0</td>
<td>102,130 SF</td>
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<td>Block E</td>
<td></td>
<td>IC-85; FAR 3.0</td>
<td>87,825 SF</td>
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<tr>
<td>Block F</td>
<td></td>
<td>IG1 U/85; FAR 2.5</td>
<td>212,737 SF</td>
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<tr>
<td>Block G</td>
<td></td>
<td>IG2 U/85; FAR 2.5</td>
<td>203,868 SF</td>
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District Projects

BALLPARK DISTRICT

PROPOSED
**PROJECT DATA**

**Block A**
- Block Area: +/- 143,710 SF
- Floor Area (Est.): + 188,000 SF
- Zoning: IC-85; FAR 3.0
*Stadium District*

**Block B**
- Block Area: +/- 99,922 SF
- Floor Area (Est.): + 350,260 SF
- Zoning: IC-85; FAR 3.0
*Stadium District*

**Block C**
- Block Area: +/- 138,020 SF
- Floor Area (Est.): + 494,979 SF
- Zoning: IC-85; FAR 3.0
*Stadium District*

**Block D**
- Block Area: +/- 102,130 SF
- Floor Area (Est.): + 408,000 SF
- Zoning: IC-85; FAR 3.0
*Stadium District*

**Block E**
- Block Area: +/- 87,825 SF
- Floor Area (Est.): + 37,920 SF
- Zoning: IC-85; FAR 3.0
*Stadium District*

**Block F**
- Block Area: +/- 212,737 SF
- Floor Area (Est.): + 531,842 SF
- Zoning: IG1 U/85; FAR 2.5

**Block G**
- Block Area: +/- 203,868 SF
- Floor Area (Est.): + 66,600 SF
- Zoning: IG2 U/85; FAR 2.5

**TOTAL EST. FLOOR AREA**

APPROX. 2,077,601
AERIAL VIEW OF MARINERS SODO DISTRICT
APPROX.

25 ACRES
District Projects

TEXAS – LIVE!

DISTRICT COMPARISON
Texas Live!
Arlington, TX

Development Footprint:
12 Acres
SCALE COMPARISON
Mariners District with Texas Live development.
District Projects

BALLPARK VILLAGE

DISTRICT COMPARISON
Ballpark Village
St. Louis, MO

Development Footprint:
11 Acres
District Projects

BALLPARK VILLAGE

DISTRICT COMPARISON
SCALE COMPARISON
Mariners District with Ballpark Village development.
District Projects

THE BATTERY ATLANTA

DISTRICT COMPARISON
The Battery Atlanta
Cobb County, GA

**Development Footprint:**
44 Acres
District Projects

THE BATTERY ATLANTA

DISTRICT COMPARISON
SCALE COMPARISON
Mariners District with The Battery Atlanta development.
PROJECT SUMMARY

- Annex Structure: 4.5 floors of elevated parking deck above existing surface lot

- Expansion Structure: 2 floors of new parking deck directly above the existing structure
District Projects

PARKING STRUCTURE ANNEX

EXISTING

PROPOSED

OCCIDENTAL AVE. S
BALLPARK DISTRICT

PROJECT DATA

<table>
<thead>
<tr>
<th>Stalls (+/-)</th>
<th>+470</th>
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<tr>
<td>Floors</td>
<td>+4.5 Elev. Flrs.</td>
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<td>Gross SF</td>
<td>+276,568 SF</td>
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<td>Est. Cost</td>
<td>$35,395,550</td>
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- New parking garage situated along the current structure’s eastern side

- 4.5 floors of new, elevated parking deck to align with existing levels of the current garage

- Lowest structured floor has substantially less floor area than upper levels, allowing for clearance of large trucks and staging equipment underneath at grade

- New 2-way speed ramps at south side of existing garage at various levels to alleviate volume increases
District Projects

PARKING STRUCTURE EXPANSION

EXISTING

PROPOSED

OCCIDENTAL AVE. S
### BALLPARK DISTRICT

**PROJECT DATA**

<table>
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<th>Stalls (+/-)</th>
<th>+644</th>
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<tr>
<td>Floors</td>
<td>+2</td>
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<tr>
<td>Gross SF</td>
<td>+201,600 SF</td>
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<td>Est. Cost</td>
<td>$37,150,687</td>
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- Consists of two new parking floors directly above the existing structure
- Extents of the new parking decks align with the existing garage below
- Existing garage structure to be retrofitted to reflect modified loads
Transit Improvements

PROJECT SUMMARY

- Establish a planning overlay to maximize multimodal networks

- Establishing a forward thinking framework for the numerous ways in which people will arrive to and leave from T-Mobile Park as the neighborhood and city continue to develop
WSDOT / SDOT have indicated that this lot may be available to development in the near future.
Supplementary Projects

RIDE SHARE DROP OFF / PICK UP

PROPOSED
WSDOT / SDOT have indicated that this lot may be available to development in the near future.
CenturyLink/Wamu Parking coordination

Increase parking capacity

Improve street experience to encourage use of underutilized area

Proposed new TNC (Uber/Lyft/taxi) Station

Royal Brougham Station UW parking exchange

Continue pedestrian corridor to ballpark

Main St. Corridor - improve pedestrian circulation via. new park corridor

King St. Station/Int. Station

Colman Dock - Improve ferry ridership

BALLPARK PATHWAY TO MASS TRANSIT

VIEW OF THE SURROUNDING TRANSIT OPPORTUNITIES
Included: existing, in progress, in development, and potential future projects
Thank you for the opportunity to assist the Mariners in realizing their long-term vision for a next generation masterplan and capital improvements study for T-Mobile Park. We appreciate the Mariners’ commitment to maintaining a world-class ballpark as well as your continued role as a model organization in Seattle’s already world-class working environment. Commitment means a lot to us, and it is our hope that this masterplan demonstrates the commitment of the Populous and Brailsford & Dunlavey teams to delivering an inspiring and realistic roadmap for the future of the Home of the Seattle Mariners.

T-Mobile Park has remained a one-of-a-kind experience for decades-worth of baseball fans. It is our promise that we will build on this by delivering the very best for future generations of Mariners fans for many years to come.

Pat Tangen,
Principal-in-Charge
Populous
Drawing People Together.