



**COUNTY OF ORANGE**

**OC COMMUNITY RESOURCES –OC PARKS**

**CONTRACT**

**FOR**

**DEFENSIBLE SPACE ZONE MANAGEMENT PLAN**

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### CONTRACT

This Agreement, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County,” and Dudek., with a place of business at 605 3<sup>rd</sup> St. Encinitas, CA 92024; hereinafter referred to as “Contractor,” with County and Contractor sometimes referred to as “Party”, or collectively as “Parties.”

### RECITALS

**WHEREAS**, Contractor responded to a Request for Proposal (“RFP”) for Defensible Space Zone Management Plan; and

**WHEREAS**, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

**WHEREAS**, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Defensible Space Zone Management Plan with the Contractor;

**NOW, THEREFORE**, the Parties mutually agree as follows:

### ARTICLES

#### **I. Contract Specific Terms and Conditions**

- 1. Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure goods or services from the Contractor as set forth in the Scope of Work and Specifications, which is attached hereto as Attachment A and incorporated by this reference.
- 2. Term of Contract:** The term of this Contract shall not exceed five (5) years, commencing upon execution of all necessary signatures or approval by the Orange County Board of Supervisors, whichever occurs later, unless otherwise terminated by County.
- 3. Adjustments – Scope of Work:** No adjustments made to the scope of services will be authorized or paid for without prior written approval of the County assigned buyer.
- 4. Amendments – Changes/Extra Work:** The Contractor shall make no changes to this agreement without the County’s written consent. In the event that there are new or unforeseen requirements, the County with the Contractor’s concurrence has the discretion to request official changes at any time without changing the intent of this agreement.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor’s ability to deliver services, or the project schedule, the contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a contract amendment. Said amendment shall be issued by the County-assigned buyer, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this contract.

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5. **Applicable Terms and Conditions:** This Contract and any of its noted attachments contain the entire understanding between the Contractor and the County. All previous proposals, offers, discussions, preliminary understandings and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have been incorporated into this Contract. The only terms and conditions that will be applicable to the interpretation of this Contract are those issued by the OCCR/OC Parks Purchasing & Contract Services of the County of Orange. No future waiver of or exception to any of the terms, conditions and provisions of this Contract shall be considered valid, unless specifically agreed to in writing.

No addition to, or alteration of the scope of services and technical specifications, or terms and conditions of this Contract or any of its noted attachments, whether written or verbal, by the parties, their officers, employees or agents, shall be valid unless made in the form of a written Modification to this Contract, which shall be formally approved and executed by both parties.

6. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

7. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this contract shall be a material breach of this contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this contract:
- A. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this contract within which to cure the breach;
  - B. Discontinue payment to the contractor for and during the period in which the Contractor is in breach; and
  - C. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

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8. **County of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within 30 days of award of contract, the Contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
  - B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
  - C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
  - D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the County are expressly stated in the contract.
10. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County.
11. **Conflict Resolution:** In the event of conflict or question involving the provisions of the terms and conditions as set forth in those pages and the provisions as set forth in Attachment A, interpretation and clarification as necessary shall be determined by the County's Purchasing Agent or his designee.
12. **Change in Ownership (Contractor):** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
13. **Default (Contractor):** If Contractor is in default of any of its obligations hereunder and Contractor has not commenced cure with ten days and cured such default within 30 days after receipt of written notice of default from County, County shall immediately be entitled, or otherwise under law, to either commence resolution in accordance with this paragraph or to terminate this Contract by giving notice to take effect immediately and begin negotiation with a third-party Contractor to provide services.

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

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Nothing in this section shall affect in any way County's right to terminate the Contract pursuant to Section K herein.

### **14. Disputes – Contract:**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
- The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this contract, unless the County, on its own initiative, has already rendered such a final decision.
  - The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this contract, the Contractor agrees to diligently proceed with the performance of this contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

- 15. Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 16. Fiscal Appropriations, Subject to:** This contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated without penalty to the County.
- 17. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the County shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
- 18. Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

**Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid

Contractor:                   Dudek  
  Attn: Michael Huff  
  605 Third St  
  Encinitas, CA 92024  
  Phone: 949-373-8315  
  Email: mhuff@dudek.com

County:                        County of Orange  
  OC Community Resources  
  Purchasing & Contract Services  
  Attn: Michel Lizotte



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Phone: 714-480-2977  
Email: [michel.lizotte@occr.ocgov.com](mailto:michel.lizotte@occr.ocgov.com)

Cc: County of Orange  
OC Community Resources | OC Parks  
Attn: Jennifer Naegele  
13042 Old Myford Rd.  
Irvine, CA 92602  
Phone: 949-923-3742  
Email: [Jennifer.naegele@occr.ocgov.com](mailto:Jennifer.naegele@occr.ocgov.com)

**19. Pollution Controls:** The County of Orange is subject to two Municipal National Pollutant Discharge Elimination System (NPDES) Permits which authorize the discharge of stormwater from its municipal separate storm sewer system (MS4). The requirements differ depending on the geographic location of the project. The two governing permits are the Santa Ana Regional Water Quality Control Board Order number R8-2009-0030 NPDES No. CAS618030 and the San Diego Regional Water Quality Control Board Order number 2009-0002, NPDES No. CAS0108740. Copies of the RWQCB Permits are available for review.

The County implements procedures to assess potential water quality impacts to receiving water bodies and ensure that flood management processes and projects do not contribute pollutants to receiving waters to the maximum extent practicable.

Per the subject permits the County is required to prepare and update a Stormwater Program Local Implementation Plan (LIP) which details how compliance with requirements of the MS4 Permits will be maintained. Model maintenance procedures relevant to the County's municipal facilities and field programs were prepared and are included in the County of Orange LIP Exhibit A-5.III. The Model Maintenance Procedures apply to any party conducting municipal activities and must contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality.

Work performed under this Contract shall conform to the Permit requirements, the LIP and the Model Maintenance Procedures. The Contractor shall fully understand the Model Maintenance Procedures applicable to activities that are being conducted under this Contract prior to conducting them and maintain copies of the Model Maintenance Procedures throughout the Contract duration. The applicable Model Maintenance Procedures are available at:

<http://www.ocwatersheds.com/MunicipalActivities.aspx>

Contractor must comply with the California Department of Pesticide Regulation New Restrictions to Protect Water Quality in Urban Areas posted at:

[http://www.cdpr.ca.gov/docs/legbills/rulepkgs/11-004/text\\_final.pdf](http://www.cdpr.ca.gov/docs/legbills/rulepkgs/11-004/text_final.pdf).

**20. Precedence:** The contract documents consist of this agreement and its exhibits and attachments. In the event of a conflict between or among the contract documents, the order of precedence shall be the provisions of the main body of this agreement, i.e., those provisions set forth in the recitals and articles of this agreement, and then the exhibits and attachments.

**21. Publication:** No copies of sketches, schedules, written documents, computer based data, photograph, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under supervision of Contractor to

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any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press release, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to be both Parties.

### II. General Terms and Conditions

- A. **Governing Law and Venue:** This Agreement (hereinafter "Contract") has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, including Attachments and Exhibits are incorporated herein by this reference as if fully set forth, when accepted by the bidder (hereinafter "Contractor") either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County of Orange (hereinafter "County") unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods is of the essence in this Contract. County reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Overshipments and undershipments shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until goods have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the goods have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or

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statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, property right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “HH” below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney fees, costs and expenses.
- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-Contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-Contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-Contractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. Termination:** Notwithstanding any other provision of this Contract, County may at any time and without cause terminate in whole or in part, upon not less than (30) thirty days written notice to Contractor. Such termination shall be effected by delivery to Contractor a Notice of Termination specifying effective date of termination, whether Contract shall be terminated in whole or in part and if applicable the portion of work to be terminated. Contractor shall immediately stop work in accordance with Notice of Termination and comply with any other direction as may be specified in Notice of Termination or provided subsequently by County. County shall pay Contractor for work completed and accepted by County prior to effective date of termination and such payment shall be Contractor’s sole remedy.
- In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.
- Under no circumstances will Contractor be entitled to anticipatory or unearned profits, consequential damages or any other damages of any sort as a result of a termination in whole or in part under this provision. Contractor shall insert in all subcontracts that subcontractors shall stop work on the date of and if applicable the portion of work to be terminated in a Notice of Termination, and shall require sub-consultant’s to insert the same condition in any lower tier subcontracts.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

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- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
  
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
  
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
  
- P. **Insurance:** Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating be **A-** (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com.**

If the insurance carrier is not a non-admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the County CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<i>Coverage</i>	<i>Minimum Limits</i>
Commercial General Liability	\$1,000,000 per occurrence

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	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

### **Required Coverage Forms**

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the **County of Orange** shall be excess and non-contributing.

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

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

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by County Procurement Office (CPO) or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating

## ATTACHMENT B

such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. Compliance with Laws:** Contractor represents and warrants that the services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. Pricing:** The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the Scope of Services attached to this Contract, and no additional compensation will be allowed, therefore, unless otherwise provided for in this Contract.
- Y. Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such

## ATTACHMENT B

rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

- Z. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word “day” or “days” herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney’s fees, costs and expenses.
- EE. Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- FF. Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. Indemnification Provisions:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to

## ATTACHMENT B

the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph “HH” below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related to special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnities”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.



ATTACHMENT B

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date preceding the signature.

**DUDEK\*:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\*Pursuant to California Corporations Code Section 313, the signatures of two corporate officials are required to bind the corporation, one from each of the following two groups: If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.*

\_\_\_\_\_  
**COUNTY OF ORANGE**  
a political subdivision of the State of California


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Deputy County Counsel

7-24-14  
\_\_\_\_\_  
Date

# ATTACHMENT B

## ATTACHMENT A

### SCOPE OF WORK

**Background:** The need to protect structures from flammable vegetation is critical in many areas of Orange County. County property may be subject to fuel management requirements, such as maintaining defensible space, vegetation management, fuel modification or hazardous fuel reduction zones, to reduce fire risks.

OC Parks' current objective, through this Contract, is to develop a plan to address the subject of fuel management zones on OC Parks lands in a comprehensive manner that informs policy and procedure.

**Purpose:** To create a comprehensive management plan for OC Parks property maintained, or with the potential to be maintained, as Defensible Space Zones, with the focus on sustainable, low-maintenance and environmentally-sensitive solutions.

The Contractor shall provide a proposal of how the work will be accomplished, along with a Gantt chart illustrating the project schedule and work breakdown structure. Costs, methodologies and timelines shall be provided for the entire effort, as well as each task.

### Tasks

BACKGROUND RESEARCH AND DOCUMENTATION
<p>Research:</p> <ul style="list-style-type: none"><li>• The legal and regulatory basis for Defensible Space Zones in California, Southern California, and Orange County, including State Law and local agency (e.g., Orange County Fire Authority, city fire departments, etc.) regulations.</li><li>• Current Southern California and Orange County Defensible Space Zones management practices.</li><li>• Best Management Practices for Defensible Space Zones involving environmentally-sensitive areas, including specifications for protocol during nesting season(s) and requirements specific to properties located within the boundaries of the Central and Coastal Natural Communities Conservation Plan (NCCP)/ Habitat Conservation Plan (HCP) or the Southern Subregion NCCP/Master Streambed Alteration Agreement .</li><li>• Examples of successfully-implemented Defensible Space Zones, including ones involving challenging situations, such as steep gradients, unique habitat or soil types, difficult access or the presence of sensitive or endangered species.</li></ul> <p>Document:</p> <ul style="list-style-type: none"><li>• Document the existing and potential Defensible Space Zones on OC Parks property with maps, descriptions and shapefiles, via GIS digitized mapping, using the legal and regulatory basis of Defensible Space Zones, unless otherwise specified by OC Parks Project Manager. Document if Defensible Space Zones are located within the boundaries of the Central and Coastal NCCP/ HCP or the Southern Subregion NCCP/Master Streambed Alteration Agreement. County will provide GIS layers related to current fuel modification areas. Examples of OC Parks facilities that may require site visits for documentation of Defensible Space Zones are listed at the end of this Scope of Work.</li></ul>
RECOMMENDATIONS
<ul style="list-style-type: none"><li>• Develop general alternative scenarios for <u>implementation</u> and <u>maintenance</u> of existing and potential Defensible Space Zones on OC Parks property. Scenarios shall include consideration and ranking of effectiveness, environmental sensitivity and costs. Contractor shall include cost estimates on a per acre basis. Numerous Defensible Space Zones scenarios are encouraged to allow for modification based on site-specific conditions.</li><li>• Refine the scenarios so that they can be applied to site-specific locations by working with</li></ul>

## ATTACHMENT B

OC Parks and County staff (including County Counsel) and other stakeholders (OCFA, city Fire Departments, regulatory agencies, homeowner associations and individual property owners).

- Develop alternative scenarios and recommendations for all site-specific locations. Facilitate and incorporate research and stakeholder comments and edits into final recommendations for implementation and maintenance of present and potential Defensible Space Zones on OC Parks property.

### POLICY AND PROCEDURES

Develop Policies and Procedures to include:

- Facilitation and incorporation of research and recommendations into detailed step-by-step procedures for implementing and maintaining Defensible Space Zone scenarios and recommendations at a site-specific level (e.g., accounting for gradient, aspect, habitat type(s), soil type, presence/absence of sensitive species or artifacts, access, etc.).
- Guidelines for OC Parks staff, the public and contractors detailing Defensible Space Zone permitting, installation and maintenance definitions, standards and directions.
- Standardized responses from OC Parks to the public regarding requests for Defensible Space Zone implementation and/or maintenance.
- Permit language including online permit application forms and supplemental information, special permit provisions, how-to guidelines for permittees and any follow-up contacts such as notifications to correct work.

### DEFENSIBLE SPACE ZONE MANAGEMENT PLAN

- Summarize Defensible Space Zone research, documentation, scenarios and recommendations and policies and procedures into a final draft of the OC Parks Defensible Space Zone Management Plan to the satisfaction of the OC Parks Project Manager.

### PLAN FACILITATION

- Facilitate scheduling and coordination of all meetings with OC Parks staff and with stakeholders working with the OC Parks Project Manager.
- Facilitate the process for approval of the OC Parks Defensible Space Zone Management Plan, including by Orange County Fire Authority and city fire departments, regulatory agencies and the Orange County Board of Supervisors.
- Facilitate coordination with Nature Reserve of Orange County (NROC). Provide or coordinate training for OC Parks field staff to successfully inspect Defensible Space Zones annually for compliance with established Best Management Practices (BMP) criteria to the satisfaction of Parks Project Manager.
- Produce manual or guide for OC Parks staff, the public and contractors detailing DSZ installation and maintenance definitions, standards and directions to the satisfaction of Parks Project Manager.

### TRAINING SUPPORT

- Facilitate OC Parks staff meetings(s) to describe processes, procedures and business of Defensible Space Zone Management Plan.
- Provide or coordinate training of OC Parks operations staff to ensure proper inspection of Defensible Space Zone implementation and on-going maintenance. Training may include both classroom and field time.
- Develop training materials suitable for OC Parks staff, contractors and the general public. Materials shall be provided in electronic and hard-copy formats and shall include diagrams or photographs demonstrating proper implementation and maintenance techniques, step-by-step guides for implementation and maintenance, Defensible Space Zone inspection criteria, checklists for pre- and post-implementation and references.

## ATTACHMENT B

OC Parks facilities that may require site visits to document and evaluate Defensible Space Zones include, but are not limited to:

**Aliso and Wood Canyons Wilderness Park**

28373 Alicia Parkway  
Laguna Niguel, CA 92677

**Harriet Weider Regional Park**

19251 Seapoint Avenue  
Huntington Beach, CA 92648

**Irvine Ranch Open Space**

4727 Portola Parkway  
Irvine, CA 92620

**Laguna Coast Wilderness Park**

18751 Laguna Canyon Road  
Laguna Beach, CA 92651

**Laguna Niguel Regional Park**

28241 La Paz Road  
Laguna Niguel, CA 92677

**Whiting Ranch Wilderness Park**

P.O. Box 156  
Trabuco Canyon, CA 92678

**O'Neill Regional Park**

30892 Trabuco Canyon Road  
Trabuco Canyon, CA 92678

**Peters Canyon Regional Park**

8548 East Canyon View Avenue  
Orange, CA 92869

**Riley Wilderness Park**

30952 Oso Parkway  
Trabuco Canyon, CA 92679

**Santiago Oaks Regional Park**

2145 North Windes Drive  
Orange, CA 92869

**Talbert Regional Park**

1298 Victoria Ave.  
Costa Mesa, CA 92627

**Upper Newport Bay Nature Preserve**

2301 University Drive  
Newport Beach, CA 92660

## ATTACHMENT B

### ATTACHMENT B

#### COMPENSATION AND PAYMENT

**I. Compensation:** This is a fixed fee price Contract between the County and Contractor for services as provided in Attachment A – Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements, and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Services. County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Paragraphs “C” and “R” of County Contract General Terms and Conditions.

**II. Payment Terms:** Payment will be paid in arrears and total payment by County for all services required under this Contract shall not exceed \$226,460. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

**III. Invoicing Instructions:** The Contractor will provide an invoice on the Contractor’s letterhead. Each invoice will have a unique number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address, if different from (1), above
3. Name of County Agency/Department
4. Contract number: MA-012-14011854 (must list on ALL invoices)
5. Service Date(s) – Month of Service
6. Rate
7. Description of Services
8. Total
9. Federal Taxpayer I.D. number

Invoices and support documentation are to be forwarded to:

**OC Community Resources  
Attn: Accounts Payable  
1770 N. Broadway  
Santa Ana, CA 92706  
Reference #: MA-012-14011854**

The responsibility for providing all acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for

## ATTACHMENT B

correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

ATTACHMENT B

ATTACHMENT C  
PROJECT SCHEDULE AND PAYMENT

Tasks	PROJECT SCHEDULE AND PAYMENT												Payment Method	
	Sep-14	Oct-14	Nov-14	Dec-14	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Payment Amount			
<b>1. Background Research</b>														
a. Least Basis for Defensible Space														\$1,980.00 Completion
b. Current Practices														\$1,280.00 Completion
c. Best Management Practices - Environmental														\$7,720.00 Completion
d. Examples of Successfully Implemented DSZs														\$2,520.00 Completion
<b>Subtotal Task 1</b>														\$8,500.00
<b>2. Documentation</b>														
a. Existing and Potential DSZs														\$8,100.00 Completion
b. Documentation of DSZs in NCCPHQP														\$2,080.00 Completion
c. Field Reconnaissance Site Assessments														\$10,120.00 Completion
<b>Subtotal Task 2</b>														\$20,300.00
<b>3. Recommendations</b>														
a. Scenarios for Implementation of DSZs														\$13,340.00 Completion
b. Scenarios for Maintenance of DSZs														\$7,840.00 Completion
c. Cost/Benefit Analysis of Scenario Alternatives														\$11,040.00 Completion
d. Refined Scenarios for Parks Application														\$8,800.00 Completion
e. Final Recommendations/Scenarios for Application														\$4,000.00 Completion
<b>Subtotal Task 3</b>														\$43,020.00
<b>4. Policy and Procedures</b>														
a. Step-by-step Procedures for Implementation and Maintenance														\$8,680.00 Completion
b. Site-specific Implementation														\$4,960.00 Completion
c. Guidelines for OC Parks, Public and Contractors for Permitting DSZ Implementation and Maintenance														\$7,200.00 Completion
d. Standardized Responses from OC Parks to Public														\$3,600.00 Completion
e. Permit Language: On-line Form, Special Permit Provisions, How-to Guidelines and Follow-up Contacts														\$12,400.00 Completion
<b>Subtotal Task 4</b>														\$34,920.00
<b>5. DSZ Management Plan</b>														
a. Final DSZ Management Plan														\$25,960.00 Completion
<b>Subtotal Task 5</b>														\$25,960.00
<b>6. Plan Facilitation</b>														
a. Facilities Scheduling and Coordination of Meetings														\$4,240.00 Completion
b. Facilitate Process for Approval of the DSZAMP														\$4,000.00 Completion
c. Facilitate Coordination with NPOC														\$1,600.00 Completion
d. Facilitate Training of Parks Staff for Inspections														\$10,960.00 Completion
e. Manual or Guide Detailing Installation and Maintenance														\$9,600.00 Completion
<b>Subtotal Task 6</b>														\$30,400.00
<b>7. Training Support</b>														
a. Facilitate OC Parks Staff Meetings - Process, Procedures and Business of DSZ Management														\$4,080.00 Completion
b. Train OC Parks Operations Staff on DSZ Implementation and Maintenance (classroom and field)														\$11,920.00 Completion
c. Develop Training Materials for OC Parks Staff, Contractors and Public (photos, checklists, video)														\$16,840.00 Completion
<b>Subtotal Task 7</b>														\$32,840.00
<b>8. Meetings and Administrative</b>														
a. Kick-off Meeting														\$1,880.00 Completion
b. Stakeholder Meetings - 3 Meetings + Preparation														\$7,200.00 Completion
c. Miscellaneous Meetings - 8 Total + Preparation														\$11,200.00 Completion
d. Project Management														\$10,000.00 Completion
<b>Subtotal Task 8</b>														\$30,280.00
<b>Total Billing</b>														\$226,460.00

ATTACHMENT B

ATTACHMENT D

STAFFING PLAN

1. Primary Staff/Key Personnel to perform Contract duties.

<u>Name</u>	<u>Classification</u>
Michael Huff	Principal
Scott Eckardt	Environmental Specialist Planner VI
Michael Scott	Environmental Specialist Planner I
Mark McGinnis	GIS Specialist II
Markus Lang	Environmental Specialist Planner I
Vipul Joshi	Senior Project Manager/Specialist I
Shelah Riggs	Environmental Specialist Planner V
Devin Brookhart	Publications Assistant

2. Alternate Staff/Key Personnel (only for use when primary is not available)

<u>Name</u>	<u>Classification</u>
NA	



ATTACHMENT B

EXHIBIT 1

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT  
CERTIFICATION REQUIREMENT

In order to comply with the child support enforcement requirements of the County of Orange, within 30 days of award of contract, the contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the contractor to timely submit the data and/or certifications required or to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

*"I certify that **TBD** is in full compliance with all applicable federal, state, and local reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract **TBD** with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."*

---

Signature \_\_\_\_\_ Name (Print) \_\_\_\_\_

---

Title \_\_\_\_\_ Date \_\_\_\_\_

---

Company Name \_\_\_\_\_

---

Contract Number \_\_\_\_\_ Amount \_\_\_\_\_

\*Two signatures required if a corporation.

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A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

B. For Contractor doing business in a form other than as an individual:

Name, Date of Birth, Social Security Number and Residence address of each individual who owns an interest of 10 percent or more in the Contracting Entity (if no individual owns 10 percent or more, write "N/A"):

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

(Additional sheets may be used if necessary)