

**CONTRACT MA-080-21011313  
WITH  
DE NOVO PLANNING GROUP  
FOR  
GENERAL PLAN UPDATE - CONSULTANT SERVICES**

THIS CONTRACT MA-080-21011313 for General Plan Update - Consultant Services (“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, (“County”) and De Novo Planning Group, with a place of business at 180 E. Main Street, Suite 108, Tustin, CA 92780 (“Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference in this Contract:

Attachment A – Scope of Work

Attachment B – Payment/Compensation

Attachment C – Staffing Plan

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for General Plan Update - Consultant Services under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for General Plan Update - Consultant Services as set forth herein, and Contractor represented that it is qualified to provide General Plan Update - Consultant Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide General Plan Update - Consultant Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for General Plan Update - Consultant Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLESGeneral Terms and Conditions:

- A. **Governing Law and Venue:** This 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 adjudication to another county.
- B. **Entire Contract:** This Contract 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 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 Procurement Officer or designee.
- 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. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services 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 **article "Z,"** and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services 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 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, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in **article “Z”** below, it shall indemnify, defend and hold County and County Indemnitees 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, costs and expenses but not including attorney’s fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign 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 subcontractors 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 penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- 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.
- M. **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.
- N. **Performance Warranty:** Contractor shall warrant 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/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements 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.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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 with a minimum rating of 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**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the 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:

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

#### 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 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad 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.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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 (7) days of notification by CEO/Purchasing 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 such changes within thirty (30) 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.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owner(s) shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a

change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **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.
- S. **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.
- T. **Compliance with Laws:** Contractor represents and warrants that 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 **article "Z,"** 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.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **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.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **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 had 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.

- Y. **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.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising 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 Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **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 Contract shall be forwarded to the County’s project manager.



- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned DPA in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

### Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure General Plan Update - Consultant Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

#### Amendment No. 2

- ~~2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in Article 3 below.~~

2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for five (5) calendar years from that date, unless otherwise terminated by County.

#### Amendment No. 2

- ~~3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.~~

3. **Reserved.**

4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned DPA.
5. **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) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.
- The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.
10. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
11. **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.
12. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-

negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

13. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.
14. **County of Orange Local Small Business Preference Requirements:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
15. **County's Safety and Loss Prevention Resource Manual:** Contractor shall comply with the County's Safety and Loss Prevention Resource Manual and submit a copy of their Injury and Illness Prevention Program (IIPP) to the Project Manager prior to the start of the project. The IIPP shall meet the minimum requirement of California Code of Regulations, Title 8, Section 1509 or 3203. Contractor shall submit other safety programs that pertain to the type of job that will be performed on site.
16. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
17. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
18. **Disputes – Contract:** 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, as specified in Article 25 "Notices," such matter shall be brought to the attention of the County DPA by way of the following process:

- a. The Contractor shall submit to the agency/department assigned DPA 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.
- b. 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.

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 DPA 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. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Article K herein.

19. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The organization's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation and employee assistance programs; and
  - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
  - i. Will receive a copy of the company's drug-free policy statement; and
  - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

20. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subarticle B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
22. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 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.

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.

- 23. **Follow-On Work – Service Contract:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.
- 24. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County’s Project Manager.
- 25. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, 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 (4) 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: De Novo Planning Group  
Attn: Amanda Tropiano Principal  
180 E. Main Street Suite 108  
Tustin, CA 92780  
Phone: 714-453-7711  
Email: [ATropiano@denovoplanning.com](mailto:ATropiano@denovoplanning.com)

District’s Project Manager: County of Orange/OC Development Services  
Attn: Joanna Chang  
601 North Ross Street  
Santa Ana, CA 92701  
Phone: 714-667-8815  
Email: [Joanna.Chang@ocpw.ocgov.com](mailto:Joanna.Chang@ocpw.ocgov.com)

cc: OC Public Works/Procurement Services  
Attn: Carlos Corona, County DPA  
601 North Ross Street  
Santa Ana, CA 92701  
Phone: 714-997-9694  
Email: [Carlos.Corona@ocpw.ocgov.com](mailto:Carlos.Corona@ocpw.ocgov.com)

26. **Precedence:** The Contract documents consist of this Contract 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 Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
27. **Royalties:** The County will not pay royalties as a result of work performed under this Contract. All written work resulting from this Contract shall be the property of the County of Orange, and any copyrights associated with that work shall belong to the County of Orange and shall be so designated on the written materials.
28. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
29. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
30. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned DPA of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
31. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract. In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.
32. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County’s project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

33. **Mandatory Kick-Off Meeting:** Upon award of the contract, the awarded Contractor(s) will attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the Contract, and the invoice payment process. A quarterly check-in meeting will be required to review any issues with the Contract.

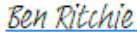

**Signature Page Follows**



Signature Page

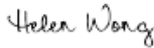
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

**DE NOVO PLANNING GROUP\***

	Ben Ritchie	President	July 12, 2023
<small>Ben Ritchie (Jul 12, 2023 12:15 PDT)</small>			
<b>Signature</b>	<b>Name</b>	<b>Title</b>	<b>Date</b>
	Steve McMurtry	Chief Financial Officer	July 12, 2023
			
<b>Signature</b>	<b>Name</b>	<b>Title</b>	<b>Date</b>

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

**COUNTY AUTHORIZED SIGNATURE:**

	Helen Wong	Deputy Purchasing Agent	7/19/2023
<b>Signature</b>	<b>Name</b>	<b>Title</b>	<b>Date</b>

\* 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 signee to bind the corporation.

ATTACHMENT A  
SCOPE OF WORK

**I. BACKGROUND**

The County of Orange is requesting written proposals from qualified Contractors to prepare the Comprehensive General Plan Update (Update). The selected Contractor shall review the existing General Plan and revise the document to comply with applicable State law while addressing the needs of the community.

The County of Orange General Plan contains a total of nine Elements that contain goals, policies, and regulations that affect both the unincorporated area and the communities surrounding them. Seven of these Elements are mandated by State law: Land Use, Transportation, Conservation, Open Space, Noise, Safety, and Housing. In addition, the County elected to adopt two optional Elements: Public Services and Facilities, and Growth Management. Staff is proposing to hire a Consultant to update all Elements except the Housing Element (which is currently being updated) within the County of Orange General Plan.

The Update must include a public engagement program that engages all sectors of the County's population in this comprehensive planning effort, identifies the community values and translates those values into a community vision. The Update must also identify how the community's vision and values will be implemented throughout the General Plan document. A General Plan Advisory Committee is expected to be formed and utilized as the common thread throughout the update process.

The Update must address what land use opportunities should be explored given the County's regional context and location in Southern California. The County contains a diverse set of communities such as, but not limited to, North Tustin, Midway City, the Canyons, the Planned Communities, and the Coastal communities, all of which have their own goals and priorities. Orange County is adjacent to Los Angeles County, Riverside County, San Diego County and the Pacific Ocean. The General Plan must consider all of these factors and how they influence land use within the County.

The Update must address how future technological breakthroughs and trends, such as autonomous vehicles, might affect the livability of the various communities. The Update must also address State directives, including legislation regarding climate change, housing affordability, and greenhouse gas emissions. The Contractor is expected to identify and forecast future land use and transportation issues that might arise based on trending technology and legislation.

General Plan Elements such as Land Use and Circulation will likely need to be comprehensively updated depending on the unincorporated community's vision. The Housing Element is currently being updated with the intent of being certified by the State Department of Housing and Community Development in October 2021 so the Housing Element may only need to be reformatted to match the proposed General Plan format. Over the last several years, the County of Orange has incrementally updated portions of its General Plan in response to land use changes which have occurred, such as the Land Use Element in 2015, Circulation Element in 2015, Conservation Element in 2013, and the Open Space Element in 2012. Changes in State law often result in land use changes within the General Plan. The Contractor is expected to research future and potential laws that could affect any General Plan elements and address them accordingly.

The Update should include graphics and illustrations and be written in a manner that allows for flexibility rather than rigid policies. The Contractor is strongly encouraged to recommend an approach or vision for this project that will result in an innovative, user-friendly General Plan document.

## II. SCOPE OF WORK

Contractor shall provide all services materials, supplies, labor, equipment, studies and travel as required, in connection with the work described herein:

### 1. General Plan Comprehensive Update - Project Management

#### Task 1.1: Project Kick-Off Meeting

Contractor shall schedule a kick-off meeting with County staff within 1 month of receiving notice to proceed to discuss project expectations regarding coordination, reporting, deliverables, and to identify existing reports and studies available to the Contractor, and all other relevant project information. The meeting itself will be remote or in person depending on which is available at the time. Contractor shall prepare a meeting summary with project goals, objectives, and action items.

Deliverable(s): Meeting Summary

#### Task 1.2: Project Schedule

Contractor will work with County staff to finalize a project schedule within thirty (30) working days after the kick-off meeting that includes tasks and milestones for approval by the County of Orange Board of Supervisors no later than June 1, 2023 or at another date established by the County. The schedule shall include timelines for stakeholder outreach, the Planning Commission (minimum of 2 meetings) and the Board of Supervisors meeting (minimum of 1 meeting) and approvals, as well as County staff review times for each document. The project schedule will be confirmed and/or modified by the Contractor and submitted to the County Project Manager on or before the 30th day of each month during the course of the project. In the event project schedule delays are anticipated, Contractor shall advise the County Project Manager on strategies to correct and mitigate.

Deliverable(s): Initial Project Schedule, Monthly Updated Schedules

#### Task 1.3: Project Coordination

Contractor's Project Manager will meet with County staff every two months averaging 2 hours each over the course of the project to review project status and to ensure objectives and milestones are being achieved. At the County's discretion, these meetings may be conducted remotely or in person at the County offices. Contractor shall prepare a meeting summary, including action items, for each meeting.

Contractor shall also participate in Comprehensive General Plan Update outreach meetings, Working Group meetings, and staff meetings, and make presentations as necessary. The Working Group will include internal and external stakeholders invited to participate by the County.

Deliverable(s): Meeting Summaries

Amendment No. 1

~~2. General Plan Comprehensive Update- Research and Data Collection~~

~~Contractor shall:~~

- ~~Task 2.1 — Review and evaluate the current General Plan sections to determine the revisions that must be made to comply with current State requirements. Identify all obsolete information, tables, exhibits and illustrations.~~
- ~~Task 2.2 — Complete an assessment and needs analysis pursuant to State law. The Contractor shall obtain and analyze demographic, economic, infrastructure, environmental, housing data, and any data necessary to complete this task.~~
- ~~Task 2.3 — Prepare a "Survey of Land Use" to summarize the existing land uses within the unincorporated county and identify underutilized parcels.~~
- ~~Task 2.4 — Prepare a demographic trends analysis for the Unincorporated County of Orange.~~
- ~~Task 2.5 — Provide a market demand study which will address labor market changes, growing industry sectors, real estate trends, trends that impact planning and planning law, and related economic development factors that will impact future land use decisions and commercial activity in the County of Orange.~~
- ~~Task 2.6 — Evaluate and prepare technical studies that need to be updated in order to meet State and County requirements. These studies include but are not limited to noise, traffic, and air quality studies.~~

**2. General Plan Comprehensive Update- Research and Data Collection**

Contractor shall:

- Task 2.1 Review and evaluate the current General Plan sections to determine the revisions that must be made to comply with current State requirements. Identify all obsolete information, tables, exhibits and illustrations.
- Task 2.2 Complete an assessment and needs analysis pursuant to State law. The Contractor shall obtain and analyze demographic, economic, infrastructure, environmental, housing data, and any data necessary to complete this task.
- Task 2.3 Prepare a "Survey of Land Use" to summarize the existing land uses within the unincorporated county and identify underutilized parcels.
- Task 2.4 Prepare a demographic trends analysis for the Unincorporated County of Orange.
- Task 2.5 Provide a market demand study which will address labor market changes, growing industry sectors, real estate trends, trends that impact planning and planning law, and related economic development factors that will

	impact future land use decisions and commercial activity in the County of Orange.
Task 2.6	Evaluate and prepare technical studies that need to be updated in order to meet State and County requirements. These studies include but are not limited to noise, traffic, and air quality studies.
Task 2.7	Land Use Alternatives Report
Task 2.8	Preferred Land Use Plan Development and Analysis
Task 2.9	Research and Development/Climate Planning Coordination

**3. Public Engagement and Visioning**

Task 3.1 The Contractor shall obtain input from County staff about the unincorporated County of Orange and prepare a memorandum that defines the roles of the General Plan Advisory Committee to present to the OC Development Services Director with options for the formation and composition of a General Plan Advisory Committee to serve as a working group for General Plan Update efforts. The County shall be responsible for managing its membership and work efforts. The Contractor shall be responsible for presentations and materials used for the working group meetings.

Task 3.2. The Contractor shall establish and implement a robust public engagement program and visioning process that engages all sectors of the unincorporated County’s population. The program must employ methods and strategies to ensure public engagement throughout the planning process and all phases this includes the ability to facilitate and manage remote meetings with the public. Include a description of the proposed outreach program and number of proposed workshops. Examples of meetings include facilitation meetings, workshops with the Planning Commission, and outreach meetings tailored to specific unincorporated County areas.

Task 3.3 Contractor shall prepare or assist in the preparation of draft staff reports, exhibits, and presentations to Planning Commission and the Board of Supervisors. Contractor shall also attend a minimum of three (3) public hearings held by the Planning Commission and/or Board of Supervisors. Contractor shall also facilitate community workshops on an as-needed basis. Contractor shall provide oral and written translation services in Spanish, Vietnamese, Chinese (traditional and simplified) and Korean as needed to perform these tasks.

Deliverable(s): Draft “Community Outreach Program,” draft staff reports, exhibits using Microsoft Word (Windows 10), and presentations using PowerPoint (Windows 10). Provide oral and written translation services in Spanish, Vietnamese, Chinese (traditional and simplified) and Korean on an as-needed basis.

**4. Environmental Analysis**

Task 4.1 Environmental Determination

Contractor shall conduct an initial environmental review of the project and complete an initial study checklist on the General Plan Update in compliance with California Environmental Quality Act (CEQA) Guidelines. Contractor shall work with Orange County Public Works to determine the appropriate environmental document for the project. All work shall meet the standards for technical supporting documents required for a General Plan.

**Task 4.2 First Draft of Environmental Analysis**

Contractor shall prepare first draft of environmental document in compliance with CEQA Guidelines and submit for a 30-day internal staff review period.

Deliverable(s): One (1) reproducible hard copy and one (1) electronic copy in Microsoft Word (Windows 10)

**Task 4.3 Final Draft of Environmental Analysis**

Contractor shall work with County staff to review and consider comments/suggestions received. Contractor shall review public comments, incorporate revisions and prepare final draft of environmental document for public review and comment.

Deliverable(s): One (1) reproducible copy, one (1) electronic copy in Microsoft Word (Windows 10), and copies of any research and data used in preparation of the deliverables.

The Contractor shall be knowledgeable and expected to be familiar with federal, state, and local regulations, policies and procedures as they pertain to all technical studies. In addition, all documentation shall remain consistent with established guidelines provided by the California Office of Planning and Research (OPR) and California Environmental Quality Act (CEQA).

It shall be the responsibility of the selected Contractor to prepare the technical study or service that complies with the General Plan Office of Planning and Research requirements and appropriate environmental documentation in conformance with the latest provisions of CEQA. County staff shall work closely with the Contractor in achieving a legally defensible document(s). Individual or multiple submissions shall identify the scope of work and relate cost estimate by the categories and individual technical studies listed in this Scope of Work.

**5. Comprehensive General Plan Update**

**Task 5.1 Staff Review Draft of Comprehensive General Plan Update**

Contractor shall work with County staff to prepare the First Draft Comprehensive General Plan Update and submit for a 30-day internal staff review period.

Deliverable(s): One (1) reproducible hard copy, one (1) electronic copy in Microsoft Word (Windows 10), and copies of any research and data used in preparation of the deliverables.

**Task 5.2 Second Draft of the County of Orange General Plan Update**

Contractor shall work with County staff to review comments/suggestions on previous versions. Contractor shall incorporate revisions and prepare final draft of the General Plan Amendments using Microsoft Word (Windows 10), in the established County format, for public review and comment.

**Task 5.3 Final Draft of County of Orange General Plan Update**

Following public review and comment period, the Contractor shall prepare the Final Draft Comprehensive General Plan Update in response to comments from responsible agencies, County staff, the Planning Commission, Board of Supervisors, and the public. If the response from the public is more considerable than anticipated, then the Contractor shall prepare another review meeting to confirm and address concerns from the comment period. Upon approval by the Board of Supervisors, the Contractor will submit electronic copies of the Draft in Microsoft Word (Windows 10).

Deliverable(s): One (1) electronic copy in Microsoft Word (Windows 10)

**Task 5.4 Post-Adoption**

Upon adoption of the Final Draft Orange County Comprehensive General Plan Update by the Board of Supervisors, the Contractor will prepare a final adopted version with the date of adoption prominently displayed on the front cover and throughout the documents to distinguish it from previous versions of the General Plan.

**ATTACHMENT B  
PAYMENT/COMPENSATION**

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for General Plan Update Consultant Services as set forth in Attachment A, “Scope of Work

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing 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 the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

Amendment No. 1

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

- A. **Estimated General Plan Update Task/Activity Fee Table:** Contractor is authorized to invoice as project progresses for each completed Task/Activity. Contractor shall prepare an accurate progress payment invoice that will bring the payments up to one hundred percent (100%) of the value of the work completed for each task/activity since the commencement of services, less all previous payments.

**Task/Activity Fee Table Follows**



TASK/ACTIVITY DESCRIPTION	Project Manager/Principal		Principal Planner		Senior Planner		Assistant Planner		De Novo Subtotal		Traffic	Econ/Fiscal	Outreach	Noise	Cultural	Infrastructure	Direct Costs	ACTIVITY
	hours	\$150	hours	\$135	hours	\$125	hours	\$95	hours	Fee	Fees	-Fees	Fees-	Fees	Fees	Fees-	Fees-	TOTALS
<b>PHASE 1: EXISTING CONDITIONS</b>																		
Task 1.1: Kick-off Meeting	12	\$1,800	2	\$270	8	\$1,000	6	\$570	28	\$3,640	-	\$3,395	\$1,276	-	-	-	\$0	\$8,311
Task 1.2: Project Schedule	24	\$3,600	24	\$3,240	0	\$0	0	\$0	48	\$6,840	-	-	-	-	-	-	\$0	\$6,840
Task 1.3: Project Coordination	180	\$27,000	72	\$9,720	60	\$7,500	40	\$3,800	352	\$48,020	\$8,572	\$11,260	\$7,640	-	-	-	\$0	\$75,492
<b>PHASE 1 SUBTOTAL</b>	<b>216</b>	<b>\$32,400</b>	<b>98</b>	<b>\$13,230</b>	<b>68</b>	<b>\$8,500</b>	<b>46</b>	<b>\$4,370</b>	<b>428</b>	<b>\$58,500</b>	<b>\$8,572</b>	<b>\$14,655</b>	<b>\$8,916</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$90,643</b>
<b>PHASE 2: RESEARCH AND DEVELOPMENT</b>																		
Task 2.1: General Plan Evaluation	24	\$3,600	8	\$1,080	24	\$3,000	20	\$1,900	76	\$9,580	-	-	-	-	-	-	\$0	\$9,580
Task 2.2: Existing Conditions Report	60	\$9,000	120	\$16,200	170	\$21,250	200	\$19,000	550	\$65,450	\$17,939	-	-	-	-	-	\$0	\$83,389
Task 2.3: Survey of Land Uses	24	\$3,600	40	\$5,400	40	\$5,000	54	\$5,130	158	\$19,130	-	-	-	-	-	-	\$0	\$19,130
Task 2.4: Demographic Trends Analysis	12	\$1,800	0	\$0	0	\$0	0	\$0	12	\$1,800	-	\$30,420	-	-	-	-	\$0	\$32,220
Task 2.5: Market Demand Study	12	\$1,800	0	\$0	0	\$0	0	\$0	12	\$1,800	-	\$34,150	-	-	-	-	\$0	\$35,950
Task 2.6.1: Cultural/Paleontological Assessment Report	6	\$900	4	\$540	0	\$0	0	\$0	10	\$1,440	-	-	-	-	\$40,246	-	\$0	\$41,686
Task 2.6.2: Infrastructure Background Report	12	\$1,800	8	\$1,080	2	\$250	0	\$0	22	\$3,130	-	-	-	-	\$63,360	-	\$0	\$66,490
Task 2.6.3: Noise Study	4	\$600	4	\$540	0	\$0	0	\$0	8	\$1,140	-	-	-	\$18,335	-	-	\$0	\$19,475
Task 2.6.4: Traffic Study	4	\$600	4	\$540	0	\$0	0	\$0	8	\$1,140	\$15,052	-	-	-	-	-	\$0	\$16,192
Task 2.6.5: AQ/GHG Analysis	8	\$1,200	24	\$3,240	60	\$7,500	12	\$1,140	104	\$13,080	-	-	-	-	-	-	\$0	\$13,080
Task 2.7: Land Use Alternatives Report	40	\$6,000	80	\$10,800	120	\$15,000	60	\$5,700	300	\$37,500	\$11,943	-	-	-	-	-	\$5,000	\$54,443
Task 2.8: Preferred Land Use Plan Development and Analysis	24	\$3,600	20	\$2,700	40	\$5,000	54	\$5,130	138	\$16,430	\$2,113	-	-	-	-	-	\$1,200	\$19,743
<b>PHASE 2 SUBTOTAL</b>	<b>230</b>	<b>\$34,500</b>	<b>312</b>	<b>\$42,120</b>	<b>456</b>	<b>\$57,000</b>	<b>400</b>	<b>\$38,000</b>	<b>1398</b>	<b>\$171,620</b>	<b>\$47,047</b>	<b>\$64,570</b>	<b>\$0</b>	<b>\$18,335</b>	<b>\$40,246</b>	<b>\$63,360</b>	<b>\$6,200</b>	<b>\$411,378</b>
<b>PHASE 3: Public Engagement and Visioning</b>																		
Task 3.1: Formation of the GPAC	8	\$1,200	0	\$0	0	\$0	0	\$0	8	\$1,200	-	-	\$2,547	-	-	-	\$0	\$3,747
Task 3.2.1: Community Engagement Plan	4	\$600	0	\$0	0	\$0	0	\$0	4	\$600	-	-	\$6,829	-	-	-	\$0	\$7,429
Task 3.2.2: Project Identity	4	\$600	0	\$0	40	\$5,000	4	\$380	48	\$5,980	-	-	-	-	-	-	\$0	\$5,980
Task 3.2.3: Database	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	-	-	\$5,053	-	-	-	\$0	\$5,053
Task 3.2.4: Project Factsheet/Presentation Materials	4	\$600	12	\$1,620	10	\$1,250	0	\$0	26	\$3,470	-	-	\$10,512	-	-	-	\$7,800	\$21,782
Task 3.2.5: Project Website	20	\$3,000	36	\$4,860	38	\$4,750	0	\$0	94	\$12,610	-	-	\$2,572	-	-	-	\$0	\$15,182
Task 3.2.6: Social Media Engagement	0	\$0	0	\$0	12	\$1,500	0	\$0	12	\$1,500	-	-	\$6,225	-	-	-	\$1,000	\$8,725
Task 3.2.7: Every Door Direct Mailer	2	\$300	0	\$0	20	\$2,500	0	\$0	22	\$2,800	-	-	-	-	-	-	\$22,700	\$25,500
Task 3.2.8: General Plan Advisory Committee	40	\$6,000	60	\$8,100	30	\$3,750	60	\$5,700	190	\$23,550	-	-	\$18,801	-	-	-	\$16,800	\$59,151
Task 3.2.9: Planning Commission Workshops	30	\$4,500	30	\$4,050	0	\$0	0	\$0	60	\$8,550	-	-	\$7,011	-	-	-	\$5,000	\$20,561
Task 3.2.10: Community Workshops	8	\$1,200	60	\$8,100	20	\$2,500	0	\$0	88	\$11,800	-	-	\$25,387	-	-	-	\$500	\$37,687
Task 3.2.11: General Plan Video	2	\$300	0	\$0	40	\$5,000	0	\$0	42	\$5,300	-	-	-	-	-	-	\$500	\$5,800
Task 3.2.12: Vision Plan Document	4	\$600	24	\$3,240	8	\$1,000	0	\$0	36	\$4,840	-	-	-	-	-	-	\$2,500	\$7,340
Task 3.3: Public Hearings	30	\$4,500	30	\$4,050	0	\$0	0	\$0	60	\$8,550	\$3,709	-	\$11,182	-	-	-	\$14,500	\$37,941
<b>PHASE 3 SUBTOTAL</b>	<b>156</b>	<b>\$23,400</b>	<b>252</b>	<b>\$34,020</b>	<b>218</b>	<b>\$27,250</b>	<b>64</b>	<b>\$6,080</b>	<b>690</b>	<b>\$90,750</b>	<b>\$3,709</b>	<b>\$0</b>	<b>\$96,119</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$71,300</b>	<b>\$261,878</b>
<b>PHASE 4: ENVIRONMENTAL CLEARANCE</b>																		
Task 4.1: Environmental Determination	24	\$3,600	40	\$5,400	24	\$3,000	60	\$5,700	148	\$17,700	-	-	-	-	-	-	\$1,500	\$19,200
Task 4.2: Administrative Draft EIR	40	\$6,000	200	\$27,000	240	\$30,000	300	\$28,500	780	\$91,500	\$3,391	-	-	-	-	\$7,154	\$3,200	\$105,245

Task 4.3: Final EIR and MMRP	12	\$1,800	80	\$10,800	50	\$6,250	32	\$3,040	174	\$21,890	\$10,377	-	-	-	-	\$2,400	\$34,667	
<b>PHASE 4 SUBTOTAL</b>	<b>76</b>	<b>\$11,400</b>	<b>320</b>	<b>\$43,200</b>	<b>314</b>	<b>\$39,250</b>	<b>392</b>	<b>\$37,240</b>	<b>1102</b>	<b>\$131,090</b>	<b>\$13,768</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,154</b>	<b>\$7,100</b>	<b>\$159,112</b>
<b>PHASE 5: GENERAL PLAN UPDATE</b>																		
Task 5.1: First Draft GP (Administrative Draft)	80	\$12,000	250	\$33,750	220	\$27,500	100	\$9,500	650	\$82,750	\$14,451	-	-	-	-	\$6,164	\$2,500	\$105,865
Task 5.2: Second Draft GP (Screencheck Draft)	60	\$9,000	100	\$13,500	140	\$17,500	60	\$5,700	360	\$45,700	-	-	-	-	-	-	\$2,500	\$48,200
Task 5.3: Final Draft (Public Review)	74	\$11,100	30	\$4,050	110	\$13,750	34	\$3,230	248	\$32,130	\$1,273	-	-	-	-	-	\$5,500	\$38,903
Task 5.4: Post-Adoption	20	\$3,000	20	\$2,700	20	\$2,500	22	\$2,090	82	\$10,290	\$1,666	-	-	-	-	-	\$5,500	\$17,456
<b>PHASE 5 SUBTOTAL</b>	<b>234</b>	<b>\$35,100</b>	<b>400</b>	<b>\$54,000</b>	<b>490</b>	<b>\$61,250</b>	<b>216</b>	<b>\$20,520</b>	<b>1340</b>	<b>\$170,870</b>	<b>\$17,390</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,164</b>	<b>\$16,000</b>	<b>\$210,424</b>
<b>-</b>																		
<b>Subtotals</b>	<b>912</b>	<b>\$136,800</b>	<b>1,382</b>	<b>\$186,570</b>	<b>1,546</b>	<b>\$193,250</b>	<b>1,118</b>	<b>\$106,210</b>	<b>4,958</b>	<b>\$622,830</b>	<b>\$90,486</b>	<b>\$79,225</b>	<b>\$105,035</b>	<b>\$18,335</b>	<b>\$40,246</b>	<b>\$76,678</b>	<b>\$100,600</b>	<b>\$1,133,435</b>
<b>FEE (NOT TO EXCEED, NO CONTINGENCY)</b>																		<b>\$1,133,435</b>
<b>15% CONTINGENCY</b>																		<b>\$170,015</b>
<b>TOTAL FEE (NOT TO EXCEED, WITH CONTINGENCY)</b>																		<b>\$1,303,450</b>

TASK/ACTIVITY - DESCRIPTION	Project Manager/Principal		Principal Planner		Senior Planner		Assistant Planner		De Novo Subtotal		Traffic	Econ/Fiscal	Outreach	Noise	Cultural	Infrastructure	Direct Costs	ACTIVITY
	hours	\$150	hours	\$135	hours	\$125	hours	\$95	hours	Fee	Fees	Fees	Fees	Fees	Fees	Fees	Fees	TOTALS
																		Fee
<b>PHASE 1: EXISTING CONDITIONS</b>																		
Task 1.1: Kick-off Meeting	12	\$1,800	2	\$270	8	\$1,000	6	\$570	28	\$3,640		\$3,395	\$1,276				\$0	\$8,311
Task 1.2: Project Schedule	24	\$3,600	24	\$3,240	0	\$0	0	\$0	48	\$6,840							\$0	\$6,840
Task 1.3: Project Coordination	180	\$27,000	72	\$9,720	60	\$7,500	40	\$3,800	352	\$48,020	\$8,572	\$11,260	\$7,640				\$0	\$75,492
<b>PHASE 1 SUBTOTAL</b>	<b>216</b>	<b>\$32,400</b>	<b>98</b>	<b>\$13,230</b>	<b>68</b>	<b>\$8,500</b>	<b>46</b>	<b>\$4,370</b>	<b>428</b>	<b>\$58,500</b>	<b>\$8,572</b>	<b>\$14,655</b>	<b>\$8,916</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$90,643</b>
<b>PHASE 2: RESEARCH AND DEVELOPMENT</b>																		
Task 2.1: General Plan Evaluation	24	\$3,600	8	\$1,080	24	\$3,000	20	\$1,900	76	\$9,580							\$0	\$9,580
Task 2.2: Existing Conditions Report	60	\$9,000	120	\$16,200	170	\$21,250	200	\$19,000	550	\$65,450	\$17,939						\$0	\$83,389
Task 2.3: Survey of Land Uses	24	\$3,600	40	\$5,400	40	\$5,000	54	\$5,130	158	\$19,130							\$0	\$19,130
Task 2.4: Demographic Trends Analysis	12	\$1,800	0	\$0	0	\$0	0	\$0	12	\$1,800		\$30,420					\$0	\$32,220
Task 2.5: Market Demand Study	12	\$1,800	0	\$0	0	\$0	0	\$0	12	\$1,800		\$34,150					\$0	\$35,950
Task 2.6.1: Cultural/Paleontological Assessment Report	6	\$900	4	\$540	0	\$0	0	\$0	10	\$1,440				\$40,246			\$0	\$41,686
Task 2.6.2: Infrastructure Background Report	12	\$1,800	8	\$1,080	2	\$250	0	\$0	22	\$3,130					\$63,360		\$0	\$66,490
Task 2.6.3: Noise Study	4	\$600	4	\$540	0	\$0	0	\$0	8	\$1,140			\$18,335				\$0	\$19,475
Task 2.6.4: Traffic Study	4	\$600	4	\$540	0	\$0	0	\$0	8	\$1,140	\$15,052						\$0	\$16,192

Task 2.6.5: AQ/GHG Analysis	8	\$1,200	24	\$3,240	60	\$7,500	12	\$1,140	104	\$13,080							\$0	\$13,080
Task 2.7: Land Use Alternatives Report	40	\$6,000	80	\$10,800	120	\$15,000	60	\$5,700	300	\$37,500	\$11,943						\$5,000	\$54,443
Task 2.8: Preferred Land Use Plan Development and Analysis	24	\$3,600	20	\$2,700	40	\$5,000	54	\$5,130	138	\$16,430	\$2,113						\$1,200	\$19,743
2.9 Research and Development/Climate Planning Coordination	20	\$3,000	0	0	16	\$2,000	0	0	0	0							0	\$5,000
<b>PHASE 2 SUBTOTAL</b>	<b>230</b>	<b>\$34,500</b>	<b>312</b>	<b>\$42,120</b>	<b>456</b>	<b>\$57,000</b>	<b>400</b>	<b>\$38,000</b>	<b>1398</b>	<b>\$171,620</b>	<b>\$47,047</b>	<b>\$64,570</b>	<b>\$0</b>	<b>\$18,335</b>	<b>\$40,246</b>	<b>\$63,360</b>	<b>\$6,200</b>	<b>\$416,378</b>
<b>PHASE 3: Public Engagement and Visioning</b>																		
Task 3.1: Formation of the GPAC	8	\$1,200	0	\$0	0	\$0	0	\$0	8	\$1,200			\$2,547				\$0	\$3,747
Task 3.2.1: Community Engagement Plan	4	\$600	0	\$0	0	\$0	0	\$0	4	\$600			\$6,829				\$0	\$7,429
Task 3.2.2: Project Identity	4	\$600	0	\$0	40	\$5,000	4	\$380	48	\$5,980							\$0	\$5,980
Task 3.2.3: Database	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0			\$5,053				\$0	\$5,053
Task 3.2.4: Project Factsheet/Presentation Materials	4	\$600	12	\$1,620	10	\$1,250	0	\$0	26	\$3,470			\$10,512				\$7,800	\$21,782
Task 3.2.5: Project Website	20	\$3,000	36	\$4,860	38	\$4,750	0	\$0	94	\$12,610			\$2,572				\$0	\$15,182
Task 3.2.6: Social Media Engagement	0	\$0	0	\$0	12	\$1,500	0	\$0	12	\$1,500			\$6,225				\$1,000	\$8,725
Task 3.2.7: Every Door Direct Mailer	2	\$300	0	\$0	20	\$2,500	0	\$0	22	\$2,800							\$22,700	\$25,500
Task 3.2.8: General Plan Advisory Committee	40	\$6,000	60	\$8,100	30	\$3,750	60	\$5,700	190	\$23,550			\$18,801				\$16,800	\$59,151
Task 3.2.9: Planning Commission Workshops	30	\$4,500	30	\$4,050	0	\$0	0	\$0	60	\$8,550			\$7,011				\$5,000	\$20,561
Task 3.2.10: Community Workshops	8	\$1,200	60	\$8,100	20	\$2,500	0	\$0	88	\$11,800			\$25,387				\$500	\$37,687
Task 3.2.11: General Plan Video	2	\$300	0	\$0	40	\$5,000	0	\$0	42	\$5,300							\$500	\$5,800
Task 3.2.12: Vision Plan Document	4	\$600	24	\$3,240	8	\$1,000	0	\$0	36	\$4,840							\$2,500	\$7,340
Task 3.3: Public Hearings	30	\$4,500	30	\$4,050	0	\$0	0	\$0	60	\$8,550	\$3,709		\$11,182				\$14,500	\$37,941
<b>PHASE 3 SUBTOTAL</b>	<b>156</b>	<b>\$23,400</b>	<b>252</b>	<b>\$34,020</b>	<b>218</b>	<b>\$27,250</b>	<b>64</b>	<b>\$6,080</b>	<b>690</b>	<b>\$90,750</b>	<b>\$3,709</b>	<b>\$0</b>	<b>\$96,119</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$71,300</b>	<b>\$261,878</b>
<b>PHASE 4: ENVIRONMENTAL CLEARANCE</b>																		
Task 4.1: Environmental Determination	24	\$3,600	40	\$5,400	24	\$3,000	60	\$5,700	148	\$17,700							\$1,500	\$19,200
Task 4.2: Administrative Draft EIR	40	\$6,000	200	\$27,000	240	\$30,000	300	\$28,500	780	\$91,500	\$3,391				\$7,154		\$3,200	\$105,245
Task 4.3: Final EIR and MMRP	12	\$1,800	80	\$10,800	50	\$6,250	32	\$3,040	174	\$21,890	\$10,377						\$2,400	\$34,667
<b>PHASE 4 SUBTOTAL</b>	<b>76</b>	<b>\$11,400</b>	<b>320</b>	<b>\$43,200</b>	<b>314</b>	<b>\$39,250</b>	<b>392</b>	<b>\$37,240</b>	<b>1102</b>	<b>\$131,090</b>	<b>\$13,768</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,154</b>	<b>\$7,100</b>	<b>\$159,112</b>
<b>PHASE 5: GENERAL PLAN UPDATE</b>																		
Task 5.1: First Draft GP (Administrative Draft)	80	\$12,000	250	\$33,750	220	\$27,500	100	\$9,500	650	\$82,750	\$14,451					\$6,164	\$2,500	\$105,865
Task 5.2: Second Draft GP (Screencheck Draft)	60	\$9,000	100	\$13,500	140	\$17,500	60	\$5,700	360	\$45,700							\$2,500	\$48,200
Task 5.3: Final Draft (Public Review)	74	\$11,100	30	\$4,050	110	\$13,750	34	\$3,230	248	\$32,130	\$1,273						\$5,500	\$38,903

Task 5.4: Post-Adoption	20	\$3,000	20	\$2,700	20	\$2,500	22	\$2,090	82	\$10,290	\$1,666						\$5,500	\$17,456
<b>PHASE 5 SUBTOTAL</b>	<b>234</b>	<b>\$35,100</b>	<b>400</b>	<b>\$54,000</b>	<b>490</b>	<b>\$61,250</b>	<b>216</b>	<b>\$20,520</b>	<b>1340</b>	<b>\$170,870</b>	<b>\$17,390</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,164</b>	<b>\$16,000</b>	<b>\$210,424</b>
<b>Subtotals</b>	<b>912</b>	<b>\$ 136,800</b>	<b>1,382</b>	<b>\$ 186,570</b>	<b>1,546</b>	<b>\$ 193,250</b>	<b>1,118</b>	<b>\$106,210</b>	<b>4,958</b>	<b>\$ 622,830</b>	<b>\$ 90,486</b>	<b>\$ 79,225</b>	<b>\$105,035</b>	<b>\$ 18,335</b>	<b>\$ 40,246</b>	<b>\$ 76,678</b>	<b>\$ 100,600</b>	<b>\$ 1,138,435</b>
FEE (NOT TO EXCEED), NO CONTINGENCY:																		\$1,138,435
CONTINGENCY AMOUNT																		\$165,015
TOTAL FEE (NOT TO EXCEED, WITH CONTINGENCY)																		\$1,303,450

**B. CONTRACT AMOUNT NOT TO EXCEED WITHOUT CONTINGENCY: ...~~\$1,133,435.00~~  
\$1,138,435.00**

**C. 15% CONTINGENCY AMOUNT: .....~~\$170,015.00~~ \$165,015.00**

**D. TOTAL CONTRACT AMOUNT NOT TO EXCEED WITH CONTINGENCY:.....\$1,303,450.00**

3. **PAYMENT TERMS – PAYMENT IN ARREARS:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange 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.

4. **PRICE INCREASE/DECREASES:** No price increases will be permitted during the first term of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
5. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
6. **CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
7. **PAYMENT TERMS – PAYMENT IN ARREARS:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange 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.

8. **TAXPAYER ID NUMBER:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
9. **PAYMENT – INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
  - A. Contractor’s name and address
  - B. Contractor’s remittance address, if different from “A” above
  - C. Contractor’s Taxpayer ID Number
  - D. Name of County Agency/Department
  - E. Delivery/Service address
  - F. Master Agreement (MA) or Purchase Order (PO) number
  - G. Agency/Department’s Account Number
  - H. Date of invoice
  - I. Product/Service description, quantity, and prices
  - J. Sales tax, if applicable
  - K. Freight/Delivery charges, if applicable
  - L. Total

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services  
Attn: Accounts Payable  
PO Box 4048  
Santa Ana, CA 92702-4048  
Email: [accountspayables@ocpw.ocgov.com](mailto:accountspayables@ocpw.ocgov.com)

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C  
STAFFING PLAN**

Name	Classification/Designation	Years of Experience
Amanda Tropiano	Principal	15
Ben Ritchie	Principal	20
Starla Barker	Principal Planner	18
Perry Banner	Principal Planner	19
Megan Thorne	Principal Planner	10
Kelly Hickler	Principal Planner	10
Josh Smith	Principal Planner	10

The Contractor understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the County. Substitution or addition of key personnel in any given category or classification shall be allowed only with prior written approval of the County Building Manager. **Note: The written approval of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.**

Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. **Note: The written approval of additional Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.** County reserves the right to have any personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any personnel.

**1. Subcontractor(s)**

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
Arellano Associates	Susan A. DeSantis 909-627-2974	Public Outreach
Kittelson & Associates, Inc.	Tim Erney 714-294-8331	Mobility/Transportation
Economic and Planning Systems	Jason Moody 510-841-9190	Economics

Cogstone	Desireé Martinez 714-974-8300	Cultural/Paleo Resources
Fuscoe	Ian Adam 949-474-1960	Infrastructure
MD Acoustics	Mike Dickerson 805-426-4477	Noise