

**Contract MA-080-TBD**  
**For**  
**OC Development Services General Services**  
**Between**  
**OC Public Works**  
**And**  
**TBD**



**CONTRACT**

**MA-080-TDB  
BETWEEN  
COUNTY OF ORANGE  
AND  
TBD  
FOR  
OC DEVELOPMENT SERVICES GENERAL SERVICES**

This Contract MA-080-TDB for OC Development Services General 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 TBD, a TBD (Contractor), with 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 into this Contract:

Attachment A – Scope of Work

Attachment B – Payment and Compensation

Attachment C – Staffing Plan

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for OC Development Services General Services under a usage Contract; and,

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

WHEREAS, Contractor agrees to provide OC Development Services General 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 OC Development Services General Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

## GENERAL TERMS AND CONDITIONS

### **1. 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.

### **2. 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 Agent or designee.

### **3. 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.

### **4. 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 Contractor.

### **5. Delivery:**

Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

**6. Acceptance Payment:**

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

**7. Warranty:**

Contractor expressly warrants that the commodities 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 indemnitees as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section 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.

**8. 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 the Insurance and Indemnification section, 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.

**9. 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.

**10. 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.

**11. 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 Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

**12. 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.

**13. 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.

**14. 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 commodities/services furnished by 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.

**15. Changes:**

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

**16. 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 owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

Notwithstanding other notice or termination provisions contained herein, County reserves the right to immediately terminate this Contract, as of the date on which the County provides written determination of termination of this Contract under this provision anytime upon or after assignment, in the event that the

County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services or commodities under this Contract. In the event of an immediate termination under this provision, the Contractor shall promptly refund the County an amount equal to the pro rata portion of any charges the County paid in advance for any remaining portion of the Contract after the date of termination. Likewise, the County shall not be liable for payment for any remaining services not yet provided and accepted by the County under this Contract after the date of termination for any payments to be made in arrears pursuant to the terms of the Contract.

**17. 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.

**18. 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.

**19. 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 the Insurance and Indemnification section, 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.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

**20. Freight:**

Prior to 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 Contract.

**21. 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.

**22. 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.

**23. 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.

**24. Employee Eligibility Verification:**

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. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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.

**25. Audits/Inspections:**

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by 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 Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify 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 County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

**26. 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.

**27. Expenditure Limit:**

Contractor shall notify County of Orange assigned Deputy Procurement Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

**28. California Public Records Act:**

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

**INDEMNIFICATION AND INSURANCE PROVISIONS**

**1. 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. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

## 2. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry 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 current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

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 (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

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**).

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.

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

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

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to 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.

Insurance certificates should be to [OCPWCompliance@ocpw.ocgov.com](mailto:OCPWCompliance@ocpw.ocgov.com)

If email is not possible, then Insurance certificates should specifically be forwarded to:

County of Orange  
C/O OC Public Works  
Attn: OCPW Procurement  
601 N. Ross Street, 4th Floor  
Santa Ana, CA 92701

If the Contractor fails to provide the insurance certificates and endorsements within ten (10) days of notification by CEO/Procurement or the agency/department procurement 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 provide acceptable Certificates of Insurance and endorsements to 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.

### **3. Commercial General Liability**

#### **Minimum limits and coverage**

\$1,000,000 per occurrence; \$2,000,000 aggregate

#### **Required Coverage Forms**

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

#### **Required Endorsements**

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

- A. 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, employees, and agents*** as Additional Insureds, or provide blanket coverage, which will state ***As Required by Written Contract***.
- B. A primary non-contributory 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 shall be excess and non-contributing.

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).

**4. Automobile Liability including coverage for owned or scheduled , non-owned and hired vehicles**

**Minimum limits and coverage**

\$1,000,000 combined Single Limit

**Required Coverage Forms**

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.

**5. Workers' Compensation**

**Minimum limits and coverage**

Statutory

**Required Endorsements**

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*.

**6. Employers Liability Insurance**

**Minimum limits and coverage**

\$1,000,000 per accident or disease

**7. Professional Liability**

**Minimum limits and coverage**

\$2,000,000 per claims-made or occurrence; \$2,000,000 aggregate

**Required Endorsements**

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to the following:

- A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

## 8. Pollution Liability

### Minimum limits and coverage

\$1,000,000 per claims-made, or occurrence

### Required Endorsements

The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- A. An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, employees, and agents* as Additional Insureds, or provide blanket coverage which shall state *As Required by Written Contract*.
- B. A primary non-contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Pollution Liability insurance must include coverage for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by, or behalf of, Contractor, including the transportation of hazardous waste, hazardous materials, or contaminants.

If the Pollution Liability policy is a claims-made policy, Contractor shall agree to the following:

- A. The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

## ADDITIONAL TERMS AND CONDITIONS

### 1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure OC Development Services General Services items from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

### 2. Term of Contract:

The term of this Contract shall become effective July 26, 2026, and shall continue for three (3) calendar years, unless otherwise terminated as provided herein.

**3. Aggregate Contract:**

This is an Aggregate Contract with **TBD** with an Aggregate Contract Amount not to exceed \$xxx.xx.

**4. Adjustments – Scope of Work:**

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).

**5. Bills and Liens:**

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

**6. Breach of Contract:**

The failure of 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 County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;
- B. Afford 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 Contractor is in breach; and
- D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

**7. 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.

**8. Conflict of Interest – Contractor’s Personnel:**

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s officers, directors, employees, agents, and subcontractors associated with accomplishing work and services

hereunder. 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 County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

**9. Conflict of Interest – County Personnel:**

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

**10. W-9/W-8 Requirements:**

**Department of the Treasury, Internal Revenue Service Form W-9 Requirement:**

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

- A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

**11. Contractor's Project Manager and Key Personnel:**

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. 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 Contract.

**12. Contractor Personnel – Reference Checks:**

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

**13. 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.

**14. Contractor Personnel – Uniform/Badges/Identification:**

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract. All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Procurement Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

**15. Contractor's Records:**

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Procurement Agent.

**16. Conditions Affecting Work:**

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 Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. 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 County are expressly stated in Contract.

**17. Cooperative Contract:**

This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own

acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to “indemnify, defend with counsel approved in writing by the County of Orange, California (“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” under the agreement.. Failure to so include this clause voids the Contract’s extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

**18. Data – Title To:**

All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

**19. Default – Re-Procurement Costs:**

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by 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.

**20. 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 titled "Notices" below, 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 Deputy Procurement Agent 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 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 Contract, 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 Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Procurement Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article "Termination" herein.

**21. Drug-Free Workplace:**

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. 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:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The organization's policy of maintaining a drug-free workplace
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. 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:
  - 1. Will receive a copy of the company's drug-free policy statement; and
  - 2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
  - 1. Contractor has made false certification, or
  - 2. Contractor violates the certification by failing to carry out the requirements as noted above.

**22. EDD Independent Contractor Reporting Requirements:**

Effective January 1, 2001, 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 County pays \$600 or more or with whom 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, subparagraph 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 website located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

**23. Emergency/Declared Disaster Requirements:**

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County’s needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor’s supplier(s). Additional profit margin as a result of supplying

goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

**24. Error 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.

**25. Equal Employment Opportunity:**

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. 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, 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. 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. 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.

**26. Headings:**

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

**27. News/Information Release:**

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 County through County's Project Manager.

**28. Precedence:**

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among 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.

**29. Subcontracting:**

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

**30. Termination – Orderly:**

After receipt of a termination notice from County of Orange, Contractor may submit to 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 County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in 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 Contract.

**31. Usage:**

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

**32. Usage Reports:**

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement Agent of 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 Contract term, or any subsequent renewal term, if applicable.

**33. County of Orange Local Small Business Preference Requirements:**

If it certified as such when the Contract was solicited, Contractor certifies it is in compliance with the applicable County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Preference requirements at the time of bid/proposal submittal.

If applicable, Contractor certifies that OCLSB and/or DVBE Subcontractor(s) specified in Attachment “Staffing Plan” comply with County’s OCLSB and/or DVBE Preference at the time of bid/proposal submittal and shall ensure that at least 20% of the Contract amount is allocated to OCLSB and/or DVBE Subcontractor(s) as specified in Attachment.

For Public Works contracts, if applicable, Contractor will ensure that at least 3% of the Contract amount is allocated to OCLSB and/or DVBE Subcontractor(s), as specified in Attachment “Staffing Plan”.

**34. Disabled Veteran Business Enterprise Preference Requirements:**

If it certified as such when the Contract was solicited, Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.

**35. 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.

**36. Mandatory Kick-Off Meeting:**

Upon award of the contract, the awarded vendor(s) may be required to 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 may be required to review any issues with the contract.

**37. Prevailing Wage:**

- A. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
- B. **Labor Code Requirements:** Contractor and all Subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of Contract, including but not limited to the following:
- C. **Labor Code Notice:** Contractor and all Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the Contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.
- D. **Threshold Requirements for Prevailing Wages:** Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.
- E. **Wage Rates:** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD). The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.
- F. **Apprenticeship Requirements:** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

**G. Registration of Contractor:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

**H. Prevailing Wage and DIR Requirement:** Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

If the project meets or exceeds these amounts, the County and the Contractor are required to register the project with the California Department of Industrial Relations.

**I. Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4. The requirements of Labor Code Section 1776 provide, in summary:

1. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
2. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - a. The information contained in the payroll record is true and correct.
  - b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
3. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
4. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.

5. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit one hundred dollars (\$100), or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
6. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

**38. Work Hour Penalty:**

Eight (8) hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight (8) hours per day of not less than 1-1/2 times the basic rate of pay.

**39. Wage Rate Penalty:**

Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any Subcontractor(s) shall be subject to a penalty in an amount up to \$200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by Contractor or Subcontractor(s) under Contract.

**40. Apprentices:**

The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations. Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work. Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program. The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

**41. Contractor Safety:**

Contractor shall comply with the County's Safety and Loss Prevention Policy and Procedure#306 ("Contractor Safety Responsibilities") and submit a copy of their Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the County's Project Manager prior to the start of any work performed under the Contract. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

**42. Execution of the Agreement and Notice to Proceed**

County will not execute the Agreement or issue a Notice to Proceed with the work until Bidder has submitted and County has approved Bidder's Faithful Performance and Labor and Material Payment Bonds, proof of insurance, and initial job progress schedule. All such submittals must be received by County within ten (10) calendar days of award of the Contract. Any claims by Contractor for adjustments in time and/or cost for delays in issuing the Notice to Proceed due to Contractor's failure to deliver bonds, insurance, and initial job progress schedule acceptable to County will not be considered.

**43. Permits and Licenses:**

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

**44. Inventory:**

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

**45. Order Dates:**

Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contract must clearly identify the order date on all invoices to County.

**46. 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:	TBD
Attn:	TBD
Address:	TBD
Phone:	TBD
Email:	TBD

County's Project Manager: OC Public Works/OC Development	
Attn:	TBD
Address:	TBD
Phone:	TBD
Email:	TBD

cc: OC Public Works/Procurement Services	
Attn:	Intae So, County DPA
Address:	601 N. Ross St. Santa Ana, CA 92701
Phone:	714-000-0000
Email:	<a href="mailto:Intae.So@ocpw.ocgov.com">Intae.So@ocpw.ocgov.com</a>

MODEL CONTRACT

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

**TBD**

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Signature	Name	Title	Date

Signature	Name	Title	Date

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

**COUNTY AUTHORIZED SIGNATURE:**

Signature	Name	Title	Date
		Deputy Procurement Agent	

Approved as to form:  
**County Counsel**

Signature	Name	Title	Date
		Deputy	

**ATTACHMENT A - SCOPE OF WORK****1. OC DEVELOPMENT SERVICES GENERAL SERVICES**

The selected Respondent (“Contractor”) shall provide the County of Orange (“County”) with Professional Countywide OC Development Services on an as needed basis, as specified for a particular work assignment.

Contractor shall provide Planning, Building and Engineering Plan Review Services (“PBES”) for review of discretionary and ministerial permit applications including, but not limited to, planning applications, tract maps, subdivision improvements, grading and building plans and associated development plans for implementation submitted to the County for approval on an as needed basis. Contractor shall provide support, high quality, expedited comprehensive planning, building, and engineering services for OC Development Services.

The size, complexity and fluctuating nature of the workload associated with the implementation of the Ranch Plan and other projects, the demands of County staff in performing the Planning, Subdivision, Engineering/Architecture, and CEQA Plan Review and professional development processing of Plan Design Review are high. Expedited processing services will be required on a regular basis to assist County in performing the Plan Review Services for work associated with the Ranch Plan and other planned communities’ projects at an expedited pace that will not delay the implementation of either the Ranch Plan or any other planned communities’ projects processed by County.

The use of contracted PBES shall be on projects selected by County wherein County shall determine that this service is needed due to workload peaks or staffing shortages. This service shall include reviewing, value engineering analysis, providing corrective comments, and recommending the selected plans/reports for approval.

OC Development Services shall consist of several key business services such special projects. Such services shall be in compliance with all applicable laws, including federal, state, county and County of Orange policy.

**2. DESCRIPTION OF SERVICES**

Contractor shall provide general services and/or expedited processing services for the following Specialty Areas and various Development Services special projects, services and/or additional work as determined by the Deputy Director OCPW/OC Development Services or their designee.

Services shall include reviewing, providing corrective comments and making approval recommendations relative to the discretionary and ministerial permits of the selected projects. The selected projects shall be checked for compliance with County adopted Standard Plans and the applicable regulations outlined below. Checklists available on-line or as provided by County staff shall be used when checking the selected projects. Services shall include initial and subsequent reviews, full or partial plan review services, interaction with the client, interaction with County staff and recommendations to County staff for final approval. To ensure adequate thorough, timely and consistent plan check reviews and appropriate approval recommendations, Contractor shall attend

project related meetings with County Staff and with others as required to discuss status and/or details of the project.

All services shall be conducted in accordance with all accepted Contractor and industry professional practices and shall comply with the applicable regulations including but not limited to: the latest approved edition of the California Building Code, California Energy Code, California Green Code, California Code of Regulations Title 24, the Health and Safety Code, Government Code, Education Code, Americans with Disability Act, California Plumbing Code, California Mechanical Code, California Electrical Code, Orange County Codified Ordinances, the Orange County Noise Element, the Orange County Noise Control Ordinance, the Orange County Land Use/Noise Compatibility Manual, OCPW Standard Plans, the Standard Specifications for Public Works Construction (“Green Book”), the Grading and Excavation Code, the Grading Manual, the Subdivision Map Act and OC Subdivision Code/Manual, the State Planning and Land Use Laws, Coastal Act and Local Coastal Programs, OC General Plan, the OC Zoning Code, Specific Plans, Planned Community Programs and attendant Area Plans and County approved Alternative Development Standards, previous entitlements, OC Development Agreements and Guidelines, all applicable County approvals (i.e., development plans) Conditions of Approval, Mitigation Monitoring and Reporting Programs, the Sand, Gravel, and Mineral Extraction Code, the Surface Mining And Reclamation Act of 1975 (SMARA), the OC Hydrology Manual, County Water Efficient Landscape Ordinance, the County Landscape Irrigation Code and Implementation Guidelines, the OC Local Drainage Manual, the OC Highway Design Manual, Caltrans Highway Design Manual, American Public Works Association (APWA) Standard Plans, Clean Water Act, California Environmental Quality Act (CEQA), Activity 430 Local Drainage Protection, Runoff Management Plan (ROMP), Streambank Monitoring Program, National Pollutant Discharge Elimination System (NPDES) permits issued by Santa Ana and San Diego Regional Water Quality Control Boards, Drainage Area Management Plan (DAMP), County of Orange and Orange County Flood Control District Local Implementation Plan (LIP), Local Park Implementation Program (LPIP) as well as any other applicable laws and regulations.

**A. Building & Safety and Engineering Services**

1. Plan Check Services to include:

- a. Building Plan Check Review including all related services or any combination thereof the following: Architectural and Life Safety, Structural, Plumbing, Mechanical, Electrical, Energy Code, Green Code, Disabled Access, Septic Design, Acoustical.
- i. Grading Plan Check Service, including onsite drainage and all offsite improvements Geotechnical Report review associated with grading permits and special projects.
- b. Grading and Geotechnical Engineering.
- c. Landscape Improvement Plan Check Service associated with any given planning application, subdivision or grading permit.



counter and via County permitting and land management system (MyOCeservices portal LMS/CRM Program).

#### 11. Administrative Support Services.

**Minimum Requirements and Qualifications:** All Building & Safety Services, engineering related Plan Check and Related Services work shall be performed by civil engineers registered with the State of California to practice civil engineering or properly licensed personnel qualified to perform the specific type of plan check as required by the State of California, with a minimum of 5 (five) years of experience in plan checking closely related subjects. Plan check for disabled access State Building Code Accessibility requirements and ADA requirements shall be performed by California certified CASp.

All permit processing work at the public counter shall be performed by individuals with permitting experience and meet the County's minimum requirements for Permit Technicians.

#### **B. Planning Services**

1. Discretionary Permit reviews/processing and project manager services, including but not limited to:
  - a. Area and Subarea Plans and Amendments
  - b. Use Permits
  - c. Site Development Permits
  - d. Variance Permits and Project Specific Alternative Site Development Standards
  - e. Coastal Development Permits
  - f. Changed Plans and Minor Modifications
  - g. Zoning Code and General Plan Amendment
  - h. Local Park Implementation Plans
  - i. Annual Monitoring Reports
  - j. Streambank Monitoring Programs
  - k. Parking and Traffic Studies/Reports
2. Planning and Zoning Plan Check Review for Building & Safety plan reviews (as identified in Building and Safety Services), including consistency review with General Plan, Zoning, discretionary approvals, and environmental mitigation, if applicable.
3. Subdivision Planning reviews including but not limited to:
  - a. Tentative and Final Tract Maps
  - b. Tentative and Final Parcel Maps
  - c. Lot Line Adjustments
  - d. Certificates of Compliance

4. Attendance at community meetings and public hearings, as required, and presenting reports to various approving bodies.
5. Public Information (including but not limited to public counter support).
6. Zoning Code Maintenance (including but not limited to Zoning Code Amendments, Specific Plan Amendments, and various Planned Community Plan/Program Text amendments).
7. Conditions of Approval Library Maintenance and Conditions of Approval Tracking Matrix (project level).
8. Development Agreements, Cooperative Agreements, Specific Plans, Planned Community Programs, Alternative Development Standards. Resolutions and Ordinances.
9. Current and Advance Planning services.
10. Housing Element technical assistance services.
11. Review of Reclamation Plan, Financial Assurance Cost Estimate (FACE) and other related documents to ensure compliance with Surface Mining and Reclamation Act of 1975 (SMARA).
12. Planning Application processing: intake of planning applications, review of submittal package for completeness, and close out.
13. Permit processing including, but not limited to: intake permit applications and plans, review submittal application packages for completeness, distribute plans/applications for review, compile plan check comments and correct typographical/grammar errors, format comments and redlines and coordinate with County assigned project manager for final review, send finalized comments to the applicant, track permits and create related reports as needed, provide customer service, update permit information, documents and plans in the Land Management System (LMS) and County file systems, review impact fee documents from applicant for accuracy, coordinate plan approval stamping, prepare permits for approval/issuance and close out of permits.
14. Administrative Support Services.

**Minimum Requirements and Qualifications:**

- Respondent must have the ability to do business in Orange County, California.
- Respondent must have provided recent planning services in Southern California within the past five (5) years.
- Respondent must have a full-time service office in Southern California, preferably in Orange County, for the entire duration of the contract.

- Respondent Project Manager / Planners and professionals must have a minimum of five (5) or more years of experience
- Respondent must have three (3) or more excellent references for work performed in the past five (5) years.
- Respondent must have the ability to interpret and provide information regarding Land Use Ordinances, Zoning Code regulations, Subdivision Code regulations, Local Park Code regulations and other County laws and policies applicable to the use of land as well as ministerial permitting to allow for the construction and use of buildings and other structures.
- Respondent must have the ability to provide recommendations clearly, concisely, logically, and persuasively both in writing and orally.
- Respondent must have the ability to effectively communicate with consultants/contractors, architects, engineers, and property and building owners, including providing clear and concise direction.

**C. Environmental Services**

1. Preparation of CEQA Environmental Documentation including but not limited to the following:

- a. Initial Study
- b. Categorical Exemption (CE)
- c. Notice of Exemption (NOE)
- d. Notice of Intent (NOI)
- e. Negative Declaration (ND)/ Mitigated Negative Declaration (MND)
- f. Notice of Preparation (NOP)
- g. Notice of Availability (NOA)
- h. Environmental Impact Report (EIR): Addendum, Supplemental, Subsequent, Programmatic, Project
- i. Response to Comments
- j. Mitigation Monitoring and Reporting Program
- k. Facts and Findings and Statement of Overriding Consideration
- l. Notice of Completion (NOC)
- m. Notice of Determination (NOD)

Preparation of NEPA Environmental Documentation including but not limited the following:

- n. Categorical Exclusion
- o. Environmental Assessment (EA)
- p. Environmental Impact Statement (EIS)

- q. Finding of No Significant Impact (FONSI)
  - r. Preliminary Environmental Study Form (PES)
  - s. Preliminary Environmental Analysis Report (PEAR)
2. Technical Support services
    - a. Biological Assessment / Biological Reports
    - b. Physical Resource/Geotechnical Studies and Evaluations
    - c. Traffic/Transportation Analysis (traffic studies)
    - d. Noise Assessment / Acoustical Reports
    - e. Air/Water Quality
    - f. Cultural Resources
    - g. Other technical reports and assessments deemed necessary
    - h. Permit Procurement with necessary state and /or federal resource protection permits, air, water quality permits, or other environmental regulatory permits
  3. Review and evaluate all relevant environmental and historical documentation to assure completeness of preparation of environmental documentation.
  4. Attendance at community meetings, public hearings, as required, and present reports to various approving bodies.
  5. Peer review Services for Environmental Services.
  6. Provide Training to OC Development Services staff on environmental topics.
  7. Administrative support services.

**Minimum Requirements and Qualifications:**

- Respondent must have the ability to do business in Orange County, California.
- Respondent must have provided recent planning services in Southern California within the past five (5) years.
- Respondent must have a full-time service office in Southern California, preferably in Orange County, for the entire duration of the contract.
- Respondent Project Manager / environmental planners and professionals must have a minimum of five (5) or more years of experience.
- Respondent must have three (3) or more excellent references for work performed in the past five (5) years.
- Respondent must have the ability to interpret and provide information regarding CEQA and/or NEPA documents, such as EIRs, EISs, Initial Studies, and MNDs, or supporting technical studies/analyses of biology, economic/fiscal, noise, air quality, agriculture, water quality, geology, visual or community impacts.

- Respondent must have the ability to provide recommendations clearly, concisely, logically, and persuasively both in writing and orally.
- Respondent must have the ability to proficiently communicate with contractors, architects, engineers and building own Garagekeepers providing clear and concise direction.

**D. Inspection Services**

1. Inspection support services for both public and private construction projects, including but not limited to building, grading and infrastructure.
2. Inspection services related to Building & Safety plan reviews, approved plans and issued permits (as identified in Building and Safety Services)
3. Inspection services for all phases of vertical and horizontal construction including but not limited to residential, commercial, and industrial.
4. Inspection services related Reclamation Plan, Financial Assurance Cost Estimate (FACE) and other related documents to ensure compliance with Surface Mining and Reclamation Act of 1975 (SMARA).
5. Administrative Support Services

**Minimum Requirements and Qualifications:**

**Residential and Commercial Building Inspectors**

- Current International Code Council (ICC) Residential Building and or Commercial Inspector certification is required.
- Multiple/Combo ICC Certifications preferred.
- Possess valid California driver's license is required.
- Possess a valid Certified Access Specialist certification.
- Must be familiar with the latest California Building Codes and all others as included in California Title 24 requirements.
- Must have completed building inspection services on at least three (3) projects within the past five years located in Southern California.
- Have a minimum of five (5) years practical experience in residential building inspection.
- Be capable of field typical residential electrical, plumbing and mechanical installations for compliance with applicable California building codes without benefit of approved plans.
- Be capable of comparing and recognizing deviations between approved plans and actual field installations.
- Ability to read and interpret construction plans and specifications.
- The ability to write precise descriptive correction and/ or stop work notices.

- The ability to effectively communicate with contractors, architects, engineers and building owners, and other members of the public, including providing clear and concise direction and answer questions that may arise.
- The ability to demonstrate excellent oral and written communication skills.
- The ability to provide excellent customer service skills.
- The ability to follow instruction as given.
- The ability to verify installation of product, approval of material used for projects, etc.
- The ability to perform evaluations of complex buildings, multi-family dwelling, schools, and structures at various stages of construction for compliance with approved plans, specifications, jurisdictional codes, ordinances. and other regulations.

**Minimum Requirements and Qualifications:**

**Public Works Inspectors (Grading and Infrastructure)**

- Have a minimum of 5 years of experience as a Public Works Inspector.
- Ability to read and interpret construction plans and specifications.
- Proficient in office software and inspection software
- Provide daily inspections and prepare detailed written and photographic documentation of job-related activities.
- Provide continual review of plans and specifications.
- Report all discrepancies requiring corrective actions to the Inspection Manager and/or Owner's representative.
- Ability to conduct productive meetings with contractor to review proposed work and schedule inspections.
- Ability to develop "Punch List" items and follow-up with corrective measures.
- Proficient in office software and inspection software
- The ability to demonstrate excellent oral and written communication skills.
- The ability to provide excellent customer service skills.
- Proficient in the Understanding of roadways, underground utilities, and grading
- Proficient computer, writing, organizational, communication skills; good problem-solving capability and interpersonal skills

**3. CONTRACTOR RESPONSIBILITY AND PERFORMANCE REQUIREMENTS**

Services shall be provided in an on call, reoccurring or project-based manner identified in the specific services listed in Description of Services. When services are requested by the Deputy Director OCPW/Development Services or their designee, a budget will be developed by the Deputy Director OCPW/Development Services or their designee and Contractor per the rate schedule in Attachment

B, for services being provided. Such specific services, including the specific rate and budget will be agreed upon prior to the initiation of the work by both the Deputy Director OCPW/Development Services or their designee.

- A. Contractor shall provide all of the management, personnel, and materials requisite to the provision of service.
- B. Prior to start of work Contractor shall submit resume of each consultant for approval by the OC Development Services manager of the related service and/or Division.
  - 1. All Building & Safety Services, engineering related Plan Check and Related Services work shall be performed by civil engineers registered with the State of California to practice civil engineering or properly licensed personnel qualified to perform the specific type of plan check as required by the State of California, with a minimum of 5 (five) years of experience in plan checking.
  - 2. All permit processing work at the public counter and online queue shall be performed by individuals with experience as a Permit Technician. Individuals having the ICC certification for Permit Tech or that meet the County's minimum requirements for Permit Technicians preferred.
- C. Contractor shall bear all costs associated with technical training needed to perform the services included but not limited to the following:
  - 1. Ongoing professional knowledge requisite to the provision of service.
  - 2. Review of, and familiarization with, all key approvals for any OC Development Services needs.
  - 3. County permitting and land management system (LMS) (i.e. the MyOCservices portal LMS/CRM Program or equivalent software) and County file management systems organization (Box, SharePoint, shared drives, share portals etc.)
- D. Contractor shall provide project Administrative Services as required by County to facilitate effective project coordination, project comments, coordination with County Departments, and reports as required by County.
- E. Contractor personnel shall perform services at the County Offices during office hours or as needed.
  - 1. Inspectors shall report at 6:30 AM to Inspection Services offices location.
  - 2. Planning and/or environmental services may have ability to work offsite remotely at the sole discretion of the OC Development Services Manager.
  - 3. Permit processing services may have ability to work offsite remotely at the sole discretion of Deputy Director OCPW/OC Development Services, or their designee.

- F. Contractor personnel shall be available to assist customers and staff at the public counter as needed and demonstrate quality customer service.
- G. Contractor shall interface directly with the plan check or permit applicant, or with the applicant's agent(s), on each project for which service shall be performed, when contact with the applicant, or with the agent(s) is requisite to the performance of service. Any such contact and the results thereof shall be documented and reported to County.
- H. Contractor personnel shall perform technical report reviews and provide comments in written form to the County.
- I. Contractor shall be responsible for providing transportation required to perform the services. The cost of transportation shall be included in the hourly fee rate.
- J. Contractor shall adhere to County established review timeframes and period of performance as identified by OC Development Services including but not limited to the following:
  - 1. Standard plan check review timeframes from the date of acceptance of the submittal: Fifteen (15) business days for first review; ten (10) business days for rechecks and revisions; five (5) business days for subsequent reviews.
  - 2. Over the counter reviews - same day plan reviews.
  - 3. An exception shall be that, for projects of major size and/or complexity, the period of performance shall be determined by negotiation between OC Development Services Manager.
  - 4. Expedited Plan Review and Services shall be performed as per timeframes associated with developer reimbursement agreements, which provide for full cost recovery and meeting the approval of Deputy Director OCPW/ Development Services
  - 5. Accelerated Plan Review and Services performed as per timeframes and full cost recovery (additional deposit and T&M) as identified in current adopted OC Development Services fee resolution, and meeting the approval of the Deputy Director OCPW/OC Development Services, or their designee.
  - 6. Standard Inspection Services – performed within 1 (one) business day of requested inspection
- K. Contractor shall create and maintain project log and/or plan review status log and submit to County on a weekly basis and this shall be documented in the County permitting and land management system (i.e. MyOCeServices portal LMS/CRM or equivalent software). Contractor shall delineate dates of commencement and completion of the various phases of project and or service assignments.
- L. Service shall utilize the County permitting and land management system (LMS) (i.e. MyOCeServices portal LMS/CRM or equivalent software) and notate all communications

with the applicant and the applicant’s agent(s) in LMS. Subject to review and approval of the Deputy Director OCPW/OC Development Services, or their designee, compensation for work performed shall be based on the work reported by Contractor to County via the County LMS system(s). All work performed shall be entered in LMS no later than the week following the service performed.

M. Contractor shall have the ability to electronically accept, distribute, plan check review and approve (e-stamp) all documents provided or delivered to County. Electronic plan check review and approval is the process used by the County.

1. Contractor shall conduct, and document plan check process via LMS including but not limited to the following:
  - a. Plan check comments/corrections
  - b. Plan redlines and comments (also using Bluebeam)
  - c. PBES time entries
2. Contractor shall furnish the transport, requisite to the performance of service, of all hard copy documents to be picked up or delivered to County, and all documents for which transport originates in the Contractor’s office, and/or, in offices of subcontractors. Transport shall be expedited by one of the following methods:
  - a. Prompt hand-carry of hard copy documents by staff of Contractor or subcontractors.
  - b. Express service of a common carrier.

N. Contractor shall furnish a certification recommending approval of the drawings and related documents, for each project and include approval recommendation stamp, signature and date on each sheet of the drawing for each project for which service shall be performed.

1. The Contractor company and signature block stamp (electronic e-stamp and hard copy) with specific text language (indicated below) shall appear on each plan page, each report cover and all exhibits:
2. Signature block and approval recommendation stamp text language:

REVIEWED FOR CODE COMPLIANCE

These plans and documents have been reviewed and found to be in compliance with the applicable jurisdiction code requirements. Issuance of a permit is recommended subject to approval by other departments and any noted conditions. This approval does not relieve the engineer of record of their responsibility to prepare the plans, specification, maps and other record documents per current codes and applicable standards of practice.

Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

3. List of the appropriate regulations as delineated in the “SCOPE” to be identified on plan title sheet.
  4. Appropriate County approval stamps shall appear on each plan page, report cover and all exhibits.
- O. Contractor shall bear cost associated with remote access to County systems and other electronic management systems necessary to perform services listed in scope.
- P. Contractor shall warrant to perform the service in accordance with the standards of care and diligence normally practiced by recognized planning firms, established engineering firms, inspection firms or professional firms in the performance of service of a similar nature.
1. Contractor shall correct error(s) in service, with no expense to County, when County or the applicant shows that the error(s) is due to failure of to meet the standards warranted in Paragraph 1, preceding.
  2. Contractor shall not be responsible for error(s) in service, when Contractor shows to County’s satisfaction that the error(s) is due to the incompleteness, or the inaccuracy, of the information furnished to it by County or applicant.
- Q. Contractor shall have all necessary professional liability insurance as required by County.
- R. Contractor shall meet with County OC Development Services Managers semi-annually for evaluation and review of performance on services to County and its clients.

**4. COUNTY RESPONSIBILITY**

- A. OC Development Services shall provide Contractor personnel workstation at the County Office and/or the ability to work offsite remotely at the sole discretion of the County.
- B. OC Development Services shall provide initial training for County permitting and land management system (i.e. the MyOCeServices portal LMS/CRM Program or equivalent software) and County file management systems organization (SharePoint, shared drives, share portals) access to applicable regulations, and appropriate forms, checklists, fees/deposits information associated with services. Cyber security, safety and similar training may be required occasionally for consultants using County equipment and facilities. The cost of such training shall be covered by the firms.
- C. County OC Development Services shall meet with Contractor representative semi-annually for evaluation and review of performance on services to the County and its clients.

## ATTACHMENT B - PAYMENT AND COMPENSATION

### 1. Compensation:

This is a usage Contract between County and Contractor for OC Development Services General Services as set forth in Attachment A, "Scope of Work".

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 Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

### 2. Fees and Charges:

- A. County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

**[BIDDER TO UPLOAD COST PROPOSAL]**

### 3. Price Increase/Decreases:

No price increases will be considered during the first term of the Contract. 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 for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. 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 Contract. Adjustments increasing Contractor's profit will not be allowed.

### 4. 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 County during the term of this Contract not otherwise specified and provided for within this Contract.

### 5. Contractor's Expense:

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.

**6. 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 thirty (30) days after receipt of an invoice in a format acceptable to 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 Contractor.

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

**7. Payment (Electronic Funds Transfer (EFT)):**

County of Orange offers contractors 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 an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

**ATTACHMENT C – STAFFING PLAN**

Name	Classification/Designation	Years of Experience

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 Building Manager 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