

Contract MA-012-26010103
For
Long-Term Master Planning Services
for
Orange County Sailing and Events Center
Between
OC Community Resources
And
LPA, Inc.



CONTRACT

**MA-012-26010103
BETWEEN
COUNTY OF ORANGE
AND
LPA, INC
FOR
LONG-TERM MASTER PLANNING SERVICES FOR ORANGE COUNTY SAILING AND
EVENTS CENTER**

This Contract MA-012-26010103 for Long Term Master Planning Services for Orange County Sailing and Events Center (“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 LPA, Inc., (“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 - Site Area Boundary Map

Attachment D - 2025 Orange County Sailing and Events Center (OCSEC) Interim Space Management Plan

Attachment E – Contractor Fees Breakdown

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Long Term Master Planning Services for Orange County Sailing and Events Center (OCSEC) under a time and materials basis; and,

WHEREAS, County solicited Contract for Long Term Master Planning Services for Orange County Sailing and Events Center (OCSEC) as set forth herein, and Contractor represented that it is qualified to provide Long Term Master Planning Services for Orange County Sailing and Events Center (OCSEC) to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Long Term Master Planning Services for Orange County Sailing and Events Center (OCSEC) 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 Long Term Master Planning Services for Orange County Sailing and Events Center (OCSEC) 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 Indemnites 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 and 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 out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of Contractor and 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 or 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**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

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 forwarded to the agency/department address listed on the solicitation.

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, 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 Insurance

Minimum limits and coverage

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

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Long Term Master Planning Services for Orange County Sailing and Events Center (OCSEC) 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:

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

3. 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).

4. 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.

5. 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.

6. Civil Rights:

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990,

and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. Conflict of Interest – Contractor’s Personnel:

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.

8. 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.

9. 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.*

10. 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 timelines. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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:	LPA, Inc.
Attn:	Charles Williams
Address:	5301 California Ave, Suite 100, Irvine, CA 92617
Phone:	(949) 701-4079
Email:	cwilliams@lpadesignstudios.com

County's Project Manager: OC Community Resources	
Attn:	Sheila Cedervall
Address:	13042 Old Myford Rd, Irvine CA 92602
Phone:	(949) 585-6442
Email:	Sheila.Cedervall@ocparks.com

cc: OC Community Resources/Procurement Services	
Attn:	Mauricio Escobar, County DPA
Address:	601 North Ross St., Fl 6 Santa Ana, CA 92701
Phone:	(949) 923-3725
Email:	mauricio.escobar@ocparks.com

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. 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.

34. 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.

35. 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.

36. 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. Contractor must clearly identify the order date on all invoices to County.

37. Follow-On Work – Services Contract:

No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

38. Data – Title To:

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

39. Ownership of Documents:

The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

SIGNATURE PAGE

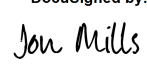
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

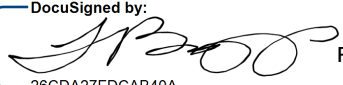
LPA, INC.

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.

DocuSigned by:			
	Jon Mills	COO	3/31/2026
D086A967266F48C...			
Signature	Name	Title	Date

DocuSigned by:			
	Frederick Braggs	CFO	3/31/2026
26CDA27EDCAB40A...			
Signature	Name	Title	Date

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

COUNTY AUTHORIZED SIGNATURE:

DocuSigned by:			
	Carlos Corona	Deputy Procurement Agent	4/29/2026
AD7AA5B022574B9...			
Signature	Name	Title	Date

Approved as to form:

County Counsel

DocuSigned by:			
	Mark Batarse	Sr. Deputy County Counsel	3/31/2026
A264932A53084EF...			
Signature	Name	Title	Date

ATTACHMENT A - SCOPE OF WORK

A. Scope of Work:

Contractor shall be responsible for delivering the following:

Project Work Plan and Schedule

Within thirty (30) calendar days of the County's Notice to Proceed, Contractor shall prepare and submit a detailed Project Work Plan and Schedule for County review and written approval. At a minimum, the Work Plan and Schedule shall:

- Identify all major tasks and subtasks described in this Scope of Work, including public outreach, concept development, supporting studies, and preparation of draft and final deliverables.
- Establish proposed milestone dates for completion of each major task and subtask, including draft and final deliverables.
- Identify key decision points and touchpoints with the County, Dana Point Harbor Partners, City of Dana Point, and other stakeholders as applicable.
- Specify the Contractor's project team members and roles for each major task.
- Include a communication protocol outlining frequency and format of progress check-ins with the County Project Manager.

1. Project Initiation, Background Research, and Feasibility Analysis

- Prepare a detailed opportunity and constraints analysis of the site area (refer to Attachment C for Site Area Boundary Map) utilizing historical research, site surveys and reviewing background materials including (but not limited to):
 - Findings identified in March 2025 Orange County Sailing and Events Center (OCSEC) Interim Space Management Plan (refer to Attachment D).
 - Dana Point Harbor Revitalization Plan, which serves as the Local Coastal Program (LCP) for the property.
 - Coastal Development Permit and draft EIR for Dana Point Harbor Hotels Historical and current recreational and public use patterns.
 - Dana Point Harbor Oversight Advisory Committee Meeting minutes and District 5 update.
- Identify parameters of the maximum site capacity conforming to LCP / research other pertinent development codes.
- Identify amendments, if necessary, to LCP
- Conduct stakeholder interviews with District 5 Supervisor, Dana Point Harbor Partners, local stakeholders, community leaders, City of Dana Point staff, and elected officials to understand needs, goals, opportunities, and constraints.

- Evaluate compatibility with planned architectural style of Dana Point Harbor commercial core redevelopment effort to develop a contextual reference.
- Provide analysis of existing infrastructure to establish feasibility of increasing site capacity including an assessment of the condition and structural viability of the existing perimeter quay wall.
- Provide recommendations for long term site infrastructure repairs with an initial cost estimate including water, sewer, potential quay wall reinforcement.

2. **Public Outreach and Engagement**

- Develop and implement a public outreach and engagement plan, including:
 - Presentation to Dana Point Harbor Oversight Advisory Committee
 - Three (3) community meetings/workshops
 - One design charrette with local agencies and user groups
 - Online survey / digital engagement platform
 - Two (2) roundtable discussions with existing user groups
- Facilitate engagement sessions, synthesize feedback, and facilitate integration of findings into concept development.

3. **Conceptual Design Development**

- Develop project visioning: draft initial visioning statement and guiding principles to be vetted during public outreach process.
- Develop **four (4) conceptual design options** that reflect different programming scenarios and site integration approaches as follows:
 1. Complete replacement conforming to LCP
 2. Complete replacement non-conforming to LCP
 3. Major renovation conforming to LCP
 4. Major renovation non-conforming to LCP
- Identify the degree to which the following design considerations can be provided in each of the four approaches:
 - Optimization of the world-class location within Dana Point Harbor
 - Optimization of the entire campus including traffic ingress and egress, parking, public amenities, enhanced green spaces, and Baby Beach
 - Public access and ADA compliance

- Public leasable spaces including offices and special event venues, as well as outdoor areas that maximize views of the harbor and ocean
- Integration/analysis of sailing program and educational needs
- Amenity Spaces
 - Indoor
 - Outdoor
 - Hospitality/Kitchen
 - Restrooms / Showers
 - Community education program support including overnight accommodations
 - Storage
 - Concessions and/or restaurant
- Inclusion of educational and interpretive elements
- Sustainability and green building features (LEED Silver as a minimum)
- Integration with surrounding land uses and site context including proposed design components of the Dana Point Harbor revitalization
- Prepare a schematic package for each of the four approaches including preliminary floor plans, site layouts, square footage of spaces, renderings and diagrams as needed to illustrate concepts.
- Develop 3D renderings that bring each concept to life, illustrating how the area could be transformed and providing a clear, realistic representation of the site's potential appearance and functionality.
- Provide a rough cost estimate, path of approval, and estimated timeline to completion is to be included for each concept.
- Provide comparison of revenue generation potential for each concept including identification of leasable areas, current market rate amounts based on existing local spaces, and potential annual offset of operational expenses.

4. Final Visioning Plan and Presentation

- Prepare Visioning Plan highlighting existing site concepts, summarizing outreach process, and initial concepts.
- Provide analysis of findings including summary of user needs.
- Provide a recommendation of preferred alternative and rationale for this decision.
- Provide recommendations for next steps.

- Present findings and concepts to the following (but not limited to):
 - Dana Point Harbor Oversight Advisory Committee
 - Orange County CEO's office, District 5 Supervisor, OC Parks Director
 - City of Dana Point Planning Commission and City Council

5. **Project Management**

- Provide day-to-day contact /attend bi-weekly project meeting.
- Provide meeting notes within one week summarizing discussion items and identifying action items resulting from meeting.
- Provide updates to County Project Manager regarding contract administration including % completion, deliverables received, etc.
- Prepare for and attend three (3) public workshops, one (1) design charette, one (1) initial meeting with the Dana Point Harbor Oversight Advisory Committee, one (1) initial meeting with City of Dana Point Planning Commission, biweekly project meetings, and two (2) roundtable discussions with existing groups.
- Provide hourly rates for attendance at additional public outreach workshops and planning meetings.

B. Deliverables

1. Contractor shall be responsible for producing all deliverables listed below, each of which shall fully reflect and incorporate the corresponding tasks, analyses, and requirements described in the Scope of Work. **Outcome of background research summary and site analysis**
 - Comprehensive opportunities / constraints analysis
 - Needs analysis summary based on data collected from stakeholder surveys and feedback from outreach meetings
2. **Conceptual design package**

Four (4) design concept packages with estimated cost, potential revenue generation, and completion timeline for each as described above in print-ready digital form
3. **Engagement materials and meeting supplies**
 - Engagement materials in print-ready digital form
4. **Visioning Plan and presentation materials**
 - Final report in print-ready digital form
 - Identification of LCP revisions required to implement non-conforming plans. Note: this SOW does not include LCP revisions.

5. Supporting studies

- **Biological Assessment** – A study conducted by a qualified biologist to identify existing sensitive biological and marine species that may occur on the project site and immediate vicinity. During the next project phase, this study will be utilized to evaluate potential adverse impacts that proposals may have on these resources.
- **Geotechnical Study** – An assessment of the geotechnical stability (subsurface soil and groundwater conditions) of material upon which the existing OCSEC facility is constructed to determine the scope of foundation requirements needed to implement future proposals. This is a non-intrusive, standardized report that investigates a property's history and current condition to identify foundation requirements for the future. The report typically includes a historical record review, site inspection, and interviews with knowledgeable parties.
- **Parking Study** – A general study of the existing parking demand associated with the existing facility to determine appropriate parking rates. This study considers the shared use of parking facilities, identifies where additional parking may be needed for existing uses.
- **Phase 1 Environmental site Assessment (ESA)** – A preliminary assessment of existing site conditions to determine if hazardous substances (often associated with potential soil and groundwater contamination) occur on-site that require further assessment or analysis. This is a non-intrusive, standardized report that investigates a property's history and current condition to identify potential environmental contamination. The report typically includes a historical record review, site inspection, and interviews with knowledgeable parties.
- **Paleontological Resources Memorandum-** AThis study is intended to analyze the existing paleontological resources for incorporation in the environmental studies to be prepared in a later phase.
- **Traffic analysis-**This study provides an analysis of existing Vehicle Miles Traveled (VMT) to provide an analysis of traffic volumes and vehicle circulation patterns. It assigns trips to the existing roadway network to inform the next phase of work.

C. Additional Work:

1. Upon County request, Contractor shall submit supplemental proposals for Additional Work not called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval prior to commencing any additional work.
2. County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional work and to utilize the data provided under this Contract to obtain necessary services.
3. If County authorizes work by an alternate source, Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.

4. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
5. Upon completion of any additional work, whether by Contractor or an alternative source, County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to County. Upon mutual acceptance of the additional work, Contractor shall again be responsible for all services originally covered under this Contract and the work performed under this section.

ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a time and materials Contract between County and Contractor for Long Term Master Planning Services for Orange County Sailing and Events Center 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 fees and charges in accordance with the provisions of this Contract.
Payment shall be as follows:

Classification Rates					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
1	Managing Principal	1	Hourly	\$ 315.00	\$ 315.00
2	Principal II	1	Hourly	\$ 315.00	\$ 315.00
3	Principal I	1	Hourly	\$ 315.00	\$ 315.00
4	Associate Principal II	1	Hourly	\$ 315.00	\$ 315.00
5	Associate Principal I	1	Hourly	\$ 315.00	\$ 315.00
6	Senior Associate/Senior Scientist II	1	Hourly	\$ 280.00	\$ 280.00
7	Senior Associate/Senior Scientist I	1	Hourly	\$ 280.00	\$ 280.00
8	Associate/Scientist II	1	Hourly	\$ 265.00	\$ 265.00
9	Associate/Scientist I	1	Hourly	\$ 265.00	\$ 265.00
10	Project Planner/Project Scientist II	1	Hourly	\$ 225.00	\$ 225.00
11	Project Planner/Project Scientist I	1	Hourly	\$ 215.00	\$ 215.00
12	Planner/Scientist II	1	Hourly	\$ 175.00	\$ 175.00
13	Planner/Scientist I	1	Hourly	\$ 155.00	\$ 155.00
14	Assistant Planner	1	Hourly	\$ 140.00	\$ 140.00
15	Graphics Specialist	1	Hourly	\$ 130.00	\$ 130.00
16	Administrative/Management	1	Hourly	\$ 120.00	\$ 120.00
17	Clerical/Word Processing	1	Hourly	\$ 115.00	\$ 115.00
18	Intern	1	Hourly	\$ 85.00	\$ 85.00

Reimbursables				
Line Item	Reimbursable Items:	Quantity	Unit of Measure	Total Cost
1	Total Reimbursable Items Cost Not to Exceed (Allowed Reimbursable Items Defined Below)	1	Lump sum	\$ 15,000.00

Overall Project Cost				
Line Item	Description	Quantity	Unit of Measure	Total Cost
1	Overall project cost reflects the total price to complete all tasks outlined in the Scope of Work and reimbursable expenses in accordance with Attachment E, Contractor Fee Breakdown. County reserves the right to reallocate budgeted amounts.	1	Lump Sum	\$887,000.00

B. The County reserves the right to reallocate budgeted amounts between the Classification Rates and Reimbursables tables as necessary to meet project needs, without requiring a Contract amendment, provided that the total Contract amount remains unchanged.

C. Total Contract amount not to exceed: \$887,000.00

Approval by the Board of Supervisors is required for all service contract contracts where for any year of the contract, the annual value to any one contractor exceeds \$200,000

Approval by the Board of Supervisors is required for all service contracts where the total contract value exceeds or is anticipated to exceed \$1,000,000 when all contract years are taken into consideration for multi-year contracts.

3. **Reimbursable Items:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. Contractor may be entitled to reimbursement for the following, upon prior approval by County:

- A. The actual costs of special equipment to be rented, leased or purchased by Contractor for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the County Project Manager.
- B. Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the County Project Manager.
- C. Other actual costs and/or payments specifically approved and authorized in writing by the County Project Manager and actually incurred by Contractor in performance of this Contract.
- D. Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:
 - i. Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Work of this Contract shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the Contractor's "Home Based" office location and County location, as well as mileage within County property will not be reimbursed. Mileage is to be calculated from the nearest local office to the meeting destination.
- E. Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- F. Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.

All reimbursable expenses must be itemized on Contractor's invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all Contractor invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. Contractor is responsible for submitting reimbursable invoices in a format that is acceptable to the County. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will 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 – Invoicing Instructions:

Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from "A" above
- c. Name of County Agency/Department
- d. Delivery/Service address
- e. MA-012-26010103
- f. Date of service provided
- g. Service description including task number (see Attachment E), name of employee, hours expended, hourly rate, and classification title.
- h. Total

Invoices and support documentation are to be emailed to: einvoice@occr.ocgov.com

Copy: OC Community Resources
Attn: Accounts Payable
601 North Ross St Fl.6
Santa Ana, CA 92701

8. 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

Site Area Boundary Map

(Attached Separately)

Attachment D

**2025 Orange County Sailing and Events Center (OCSEC) Interim Space Management Plan
(Attached Separately)**

Attachment E**Contractor Fees Breakdown**

Scope of Work	Task Name	Fee	Total Type
First 30	Project Work Plan and Schedule	\$12,900.00	Scope Total
1	Identify all major tasks and subtasks described in this Scope of Work...	\$1,900.00	Task Total
2	Establish proposed milestone dates for completion of each major task and subtask...	\$2,600.00	Task Total
3	Identify key decision points and touchpoints...	\$5,200.00	Task Total
5	Specify the Contractor's project team members and roles...	\$1,300.00	Task Total
4	Include a communication protocol outlining frequency and format of progress check-ins...	\$1,900.00	Task Total
A	Project Initiation, Background Research, and Feasibility Analysis	\$170,000.00	Scope Total
A.1	Prepare a detailed opportunity and constraints analysis of the site area...	\$9,000.00	Task Total
A.2	Identify parameters of the max site capacity conforming to LCP / [other] codes.	\$3,000.00	Task Total
A.3	Identify amendments, if necessary, to LCP.	\$6,000.00	Task Total
A.4	Stakeholder interviews (6+ stakeholder groups) ...	\$18,000.00	Task Total
A.6	Provide analysis of existing infrastructure...	\$12,000.00	Task Total
A.6.1	Engineering background research, feasibility analysis, and existing document review	\$5,000.00	Task Total

A.6.2	Quay wall visual site inspections and condition assessment by an engineer	\$15,000.00	Task Total
A.6.3	Conceptual engineering analysis of quay wall options that support master plan options	\$45,000.00	Task Total
A.6.4	Final engineering analysis of quay wall design	\$15,000.00	Task Total
A.7	Provide recommendations for long-term site infrastructure repairs with an initial cost estimate...	\$6,000.00	Task Total
A7.1	Engineering for site infrastructure reports and cost estimating	\$20,000.00	Task Total
A7.2	Sea level change analysis (no written studies)	\$10,000.00	Task Total
A.5	Evaluate compatibility with the planned architectural style of Dana Point Harbor	\$6,000.00	Task Total
B	Public Outreach and Engagement	\$178,000.00	Scope Total
B.1	Develop and implement a public outreach and engagement plan...	\$29,000.00	Task Total
B.1	Refine and obtain approval for the public outreach and engagement plan.	\$29,000.00	Task Total
B.2	Facilitate engagement sessions, synthesize feedback, and facilitate integration of findings...	\$120,000.00	Task Total
C	Conceptual Design Development	\$187,100.00	Scope Total
C.1	Develop project vision...	\$30,000.00	Task Total
C.2	Develop design concepts...	\$30,000.00	Task Total
C.3	Identify the degree to which the following design considerations can be provided...	\$19,000.00	Task Total
C.4	Prepare a schematic package for each of the four approaches...	\$40,000.00	Task Total
C.5	Develop 3D renderings that bring each concept to life...	\$20,000.00	Task Total

C.7	Provide a comparison of revenue generation potential...	\$20,000.00	Task Total
C.6	Develop initial cost estimate	\$15,000.00	Task Total
C.6	Refine cost estimate	\$9,800.00	Task Total
C.6	Finalize cost estimate	\$3,300.00	Task Total
D	Final Visioning Plan and Presentation	\$24,600.00	Scope Total
D.1	Prepare Visioning Plan	\$6,000.00	Task Total
D.2	Provide analysis of findings, including a summary of user needs.	\$3,700.00	Task Total
D.3	Provide a recommendation of the preferred alternative and a rationale for this decision.	\$5,000.00	Task Total
D.4	Provide recommendations for next steps.	\$2,500.00	Task Total
D.5	Present findings and concepts...	\$7,400.00	Task Total
		\$572,600.00	Subtotal F30, A, B, C, D
E	Project Management		
E.1	Provide day-to-day contact /attend bi-weekly project meeting.	\$90,000.00	Task Total
E.2	Provide meeting notes within one week summarizing discussion items...	\$30,000.00	Task Total
E.3	Provide updates to County Project Manager regarding contract administration...	\$20,000.00	Task Total
E.4	Prepare for and attend three (3) public workshops, one (1) design charette, one (1) initial meeting with the Dana Point Harbor Oversight Advisory Committee, one (1) initial meeting with the City of Dana Point Planning Commission, biweekly project meetings, and two (2) roundtable discussions with existing groups.	Included in A-D	

		\$140,000.00	Subtotal E
Deliverables	Study Name		
B.E	Supporting Studies		
B.E.1	Biological assessment (existing conditions survey)	\$14,400.00	
B.E.2	Geotechnical study	\$21,000.00	
B.E.3	Parking study	\$37,000.00	
B.E.4	Phase I Environmental Site Assessment (ESA)	\$19,000.00	
B.E.5	Paleontological Resources Memorandum	\$5,000.00	
B.E.6	Traffic analysis	\$63,000.00	
		\$159,400.00	Subtotal B.E
		\$872,000.00	Total
Reimbursables			
	Reimbursable Description		
	Reimbursable Items Cost Not to Exceed	\$15,000.00	
		\$15,000.00	Reimbursable
		\$887,000.00	Total Cost