

Solicitation 080-589979

Development of Conceptual Site Plans for County Parcels at Former MCAS El Toro



County of Orange

Bid 080-589979
Development of Conceptual Site Plans for County Parcels at
Former MCAS El Toro

Bid Number **080-589979**
Bid Title **Development of Conceptual Site Plans for County Parcels at Former MCAS El Toro**

Bid Start Date **Jan 25, 2011 4:03:19 PM PST**

Bid End Date **Feb 14, 2011 4:00:00 PM PST**

Question & Answer
End Date **Feb 1, 2011 4:00:00 PM PST**

Bid Contact **Kathleen Kasten**
 Administrative Manager
 kathleen.kasten@ocpw.ocgov.com

Standard Disclaimer **The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.**

Description

*PLEASE REGISTER YOUR COMPANY VIA THE BIDSYNC WEBSITE PRIOR TO VIEWING OR DOWNLOADING THIS SOQ.

ALL QUESTIONS PERTAINING TO THIS REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ) MUST BE SUBMITTED TO: KATHLEEN KASTEN, OC PUBLIC WORKS/PROCUREMENT SERVICES, THROUGH THE BIDSYNC WEBSITE. ANY COUNTY RESPONSE RELEVANT TO THIS SOQ OTHER THAN THROUGH OR APPROVED BY OC PUBLIC WORKS/PROCUREMENT SERVICES IS UNAUTHORIZED AND WILL BE CONSIDERED INVALID.

OC PUBLIC WORKS IS SOLICITING STATEMENTS OF QUALIFICATIONS FROM QUALIFIED FIRMS INTERESTED IN ENTERING INTO AN AGREEMENT TO DEVELOP CONCEPTUAL SITE PLANS FOR THE COUNTY PARCELS LOCATED AT THE FORMER MARINE CORPS AIR STATION (MCAS) EL TORO.

**RESPONDENTS ARE ADVISED TO CAREFULLY READ THE COUNTY TERMS AND CONDITIONS, ESPECIALLY THE INSURANCE REQUIREMENTS, PRIOR TO SUBMITTING A STATEMENT RESPONSE. AWARDED RESPONDENT MUST PROVIDE ALL INSURANCE REQUIREMENTS WITHIN SEVEN (7) CALENDAR DAYS OF CONTRACT AWARD RECOMMENDATION BUT PRIOR TO OFFICIAL CONTRACT AWARD.

**AWARDED RESPONDENT WILL BE REQUIRED TO SIGN AN AGREEMENT UPON AWARD. IF CONTRACTOR IS A CORPORATION, SIGNATURE WILL BE PROVIDED IN ACCORDANCE WITH THE CORPORATIONS CODE AS SPECIFIED IN THE SOLICITATION.

RESPONDENTS MUST MEET THE FOLLOWING MINIMUM REQUIREMENTS:

1. RESPONDENT MUST HAVE THE ABILITY TO DO BUSINESS IN ORANGE COUNTY, CALIFORNIA;
2. RESPONDENT SHALL NOT HAVE A CONFLICT OF INTEREST WHICH WOULD PREVENT IT FROM PROVIDING THE

SERVICES REQUESTED IN THIS SOQ;

3. RESPONDENT MUST ILLUSTRATE DEMONSTRABLE EXPERIENCE CONDUCTING COMPARABLE PROJECTS AS IS BEING REQUESTED IN THIS SOQ;

4. RESPONDENT MUST POSSESS DEMONSTRABLE EXPERIENCE IN COMPREHENSIVE LAND PLANNING (COMMERCIAL, INSTITUTIONAL AND/OR RESIDENTIAL); URBAN DESIGN, AND/OR ARCHITECTURE.

****IMPORTANT DATES****

FEB. 1, 2011 - QUESTIONS DUE BY 4:00 P.M.

FEB. 14, 2011 - PROPOSALS DUE BY 4:00 P.M.



**ADMINISTRATIVE SERVICES
PROCUREMENT**

**REQUEST FOR STATEMENT OF QUALIFICATIONS FOR:
DEVELOPMENT OF CONCEPTUAL SITE PLANS FOR COUNTY
PARCELS AT THE FORMER MCAS EL TORO**

SOQ No. 080-589979

FILE FOLDER: 589979

County of Orange, OC Public Works
Development of Conceptual Site Plans for County Parcels at the Former MCAS El Toro

SOQ# 080-589979
Cover Page

**REQUEST FOR
STATEMENT OF QUALIFICATIONS**



ORANGE COUNTY
Public Works/ Procurement Svcs.
300 N. Flower Street, Ste. 838
Santa Ana, CA 92703
Ph: (714) 834-5129

**STATEMENTS MUST BE RECEIVED
AT OR PRIOR TO 4:00 P.M. PDST
ON**

February 14, 2011

SOQ Number: 080-589979

INSTRUCTIONS:

1. SUBMIT 1 ORIGINAL 3 COPIES AND 1 CD OR DVD IN MS WORD (PREFERRED) OF YOUR STATEMENT.
2. RETURN THIS PAGE, SIGNED, WITH STATEMENT.
3. ALL STATEMENTS ARE TO BE IDENTIFIED WITH SOQ #, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. FOR FURTHER INFORMATION, CONTACT:

Kathleen Kasten
OC Public Works/Procurement Svcs.
Kathleen.Kasten@ocpw.ocgov.com
FAX (714) 834-4569

DATE: January 25, 2011

REQUEST FOR STATEMENT OF QUALIFICATIONS ("SOQ(S)")

Project Title: Development of Conceptual Site Plans for County Parcels at the Former MCAS El Toro

The County of Orange, OC Public Works is soliciting SOQs from qualified firms (hereinafter referred to as "Respondents") to develop conceptual site plans for the County Parcels at the former Marine Corps Air Station ("MCAS") El Toro. The parcels include a 100 acre site located in the southwest corner of MCAS El Toro ("100 Acre Parcel") and the parcels located in the northeasterly quadrant of MCAS El Toro (collectively known as the "Alton Parcels," or individually as "Parcel(s) D-1, D-2, D-3, and D-4") (collectively, the "100 Acre Parcel" and the "Alton Parcels" may be referred to herein as the "Property"). The awarded contract (hereinafter referred to as "Contract") will be between the County of Orange (hereinafter referred to as "County") and the selected Respondent (hereinafter referred to as "Contractor"). A detailed Scope of Work concerning the County's requirements is provided herein as Attachment A.

This Request for SOQs is set out in the following format:

SECTION I.	Introduction and Instructions to Respondents
SECTION II.	Statement Response Requirements/Minimum Qualifications
SECTION III.	Model Contract with Attachments & Exhibits

ALL QUESTIONS/REQUESTS FOR INTERPRETATION ARE DUE: FEBRUARY 1, 2011 4:00 P.M. PACIFIC TIME

All questions and inquiries related to this Request for SOQs must be directed to: Kathleen Kasten, County Deputy Purchasing Agent ("DPA"), OC Public Works/Procurement Services, via the County's on-line bid system at: <https://www.bidsync.com> under the bid page for this solicitation.

Respondents are not to contact other County personnel with any questions or clarifications concerning this Request for SOQs. OC Public Works/Procurement Services will provide all official communication concerning this Request for SOQs. Any County response relevant to this Request for SOQs other than through or approved by the OC Public Works/Procurement Services is unauthorized and will be considered invalid.

I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR STATEMENTS, AND TO THE TERMS, CONDITIONS AND ATTACHMENTS REFERENCED HEREIN.

Date: _____ Company Legal Name: _____

*Authorized Signature

Name

Title

*Authorized Signature

Name

Title

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

RETURN THIS SHEET WITH YOUR RESPONSE

County of Orange, OC Public Works
Development of Conceptual Site Plans for County Parcels at the Former MCAS El Toro

SOQ# 080-589979
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SECTION I

INTRODUCTION

AND

INSTRUCTIONS TO RESPONDENTS

County of Orange, OC Public Works
Development of Conceptual Site Plans for County Parcels at the Former MCAS El Toro

SOQ# 080-589979

Section I
Introduction & Instructions to Respondents

SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

A. INTRODUCTION

County is soliciting SOQs from qualified Respondents to develop conceptual site plans for the Property located at the former MCAS El Toro.

County intends that the successful Respondents shall provide the specified services proposed in accordance with the terms and conditions set forth in Section III – Model Contract, including Attachments. Refer to Section III, Attachment A, of this Request for SOQs for an expanded description of the Scope of Work.

B. PROPOSED TIME SCHEDULE

January 25, 2011	Release of SOQ
February 1, 2011	Written questions from Respondents Due by 4:00 P.M. Pacific Daylight Savings Time
February 14, 2011	SOQ Closing Date and Time - 4:00 P.M. Pacific Daylight Savings Time
TBD	Notify Selected Firms Re: Oral Presentations/Interviews, if necessary
TBD	Oral Presentations/Interviews, if necessary
TBD	Recommendation of Award

C. INSTRUCTIONS TO RESPONDENT(S) AND PROCEDURES FOR SUBMITTAL

- Clearly identified SOQs are due by 4:00 P.M. Pacific Daylight Savings Time on the date as specified on Cover Page, and are to be addressed **in a sealed package** to:

Re: **SOQ No. 080-589979: Development of Conceptual Site Plans for County Parcels at the Former MCAS El Toro**

Attn: Kathleen Kasten – c/o: OC Public Works/Procurement Services Receptionist
 County of Orange, OC Public Works/ Procurement Services
 300 N. Flower Street, Room 838
 Santa Ana, CA 92703-5000

OC PUBLIC WORKS/PROCUREMENT REGULAR BUSINESS HOURS: Monday through Friday
 8:00 a.m. to 12:00 p.m. and
 1:00 p.m. to 4:00 p.m.

Facsimile and e-mail SOQs will NOT be allowed. SOQs must be time-stamped on the outside of the sealed package by the OC Public Works, Procurement Services Receptionist. The delivery location for the receipt of SOQs is the OC Public Works, Procurement Services Receptionist. It is the responsibility of the Respondent to ensure that delivery is made to the OC Public Works, Procurement Services Receptionist at the above address by the due date and time specified. Late SOQs or SOQs delivered to any other location will not be accepted. Delivery receipts are available upon request.

- County has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate, and, where necessary, request any clarification prior to submission of an SOQ. If any person contemplating submitting a response to this Request for Statement of Qualifications is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification/interpretation to the DPA via the County's on-line bid system at: <https://www.bidsync.com> under the bid page for this solicitation.

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Section I
Introduction & Instructions to Respondents

If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued and the information will be posted on County's on-line bid system at: <https://www.bidsync.com>. Any interpretation of, or correction to, this solicitation shall be issued by the County DPA. County will make reasonable efforts to provide a copy of such addendum to each person/firm receiving the original solicitation documents directly from the County. However, County does not guarantee receipt by Respondent of all addenda. It is the responsibility of each Respondent to periodically check County's on-line bid system to ensure that they have received and reviewed any and all addenda to this solicitation. County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

All questions or requests for interpretation must be received by the date and time specified on Cover Page (page 1).

3. SOQs must be valid for a period of at least three hundred sixty five (365) calendar days from the closing date and time for receipts of submittals. No SOQ may be withdrawn after the submission date.
4. Each Respondent must provide: **One (1) signed original; three (3) copies and additionally one (1) "soft" copy in MS Word (Preferred) on Compact Disc (CD) or DVD** of their SOQ. The original signature copy is to be clearly marked as "ORIGINAL" on the outside cover and contain original ink signatures.
5. All SOQs shall be submitted on standard 8.5 x 11-inch paper. All pages must be numbered and identified sequentially by section. SOQs must be tabbed and indexed in accordance with the information requested in Section II, Statement Response Requirements. It is imperative that all Respondents responding to this Request for SOQs comply, exactly and completely, with the instructions set forth herein. All responses to this Request for SOQs shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, **and must fully address each requirement and question**. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.
6. SOQs are not to be marked as confidential or proprietary. County may refuse to consider any SOQ so marked. SOQs submitted in response to this Request for SOQs may become subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Additionally, all SOQs shall become the property of the County. County reserves the right to make use of any information or ideas in the SOQs submitted.
7. By submitting an SOQ, the Respondent represents that it has thoroughly examined the County's requirements and are familiar with the services required under this Request for SOQs and that it is qualified and capable of providing the services to achieve the County's objectives.
8. Each Respondent must submit its SOQ in strict accordance with all requirements of this Request for SOQs and compliance must be stated in the SOQ. **Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration as specified in Section II, Part 1, 8. "Statement of Compliance."**
9. After the closing date and time for receipt of SOQs, evaluation and oral presentations/interviews may commence. Respondents who submit SOQs most responsive to the County's requirements may be asked to give an oral presentation/interview of their SOQ to County staff. Respondents scoring in the top twenty-five (25) percent will be invited to attend such interviews. County reserves the right to interview additional Respondents. Selected Respondents should be prepared to make their oral presentation within five (5) calendar days after notification and be prepared to discuss all aspects of its SOQ in detail. Respondents shall not be allowed to alter or amend their SOQ through the use of the presentation/interview process.

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Section I
Introduction & Instructions to Respondents

10. County reserves the right to negotiate modifications with any Respondent as necessary to serve the best interests of the County. Any SOQ may be rejected if it is conditional, incomplete or deviates from specifications in this Request for SOQs. County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the SOQ. Any waiver will not excuse a proponent from full compliance.
11. Pre-contractual expenses are not to be included in the A/E's Pricing (Attachment B). Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Respondent in: a) preparing its SOQ in response to this Request for SOQs; b) submitting that SOQ to the County; c) negotiating with the County any matter related to the Respondent's SOQ; and d) any other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.
12. County reserves the right to: a) negotiate the final Contract with any Respondent(s); b) withdraw this Request for SOQs in whole or in part at any time without prior notice (County makes no representations that any Contract will be awarded to any Respondent responding to this Request for SOQs.); c) award its total requirements to one Respondent or to apportion those requirements among two or more Respondents; and/or d) reject any SOQ if it is conditional, incomplete or deviates significantly from the services requested in this Request for SOQs.

In addition, negotiations may or may not be conducted with Respondent; therefore, SOQs submitted should contain the **Respondent's most favorable terms and conditions**, since the selection and award may be made without discussion with any Respondent.

13. Where two or more Respondents desire to submit a single SOQ in response to this solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. County intends to contract with a single firm that may subcontract with multiple firms (team) but not with multiple firms doing business as a joint venture.
14. Each Respondent shall exercise reasonable care and diligence to avoid submitting a SOQ that could result in a conflict of interest if Respondent were to be selected as the Contractor. This obligation shall apply to the Respondent; the Respondent's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services in Respondent's SOQ. In the event Respondent has done work for the County on a similar project in the past or has reason to believe that a conflict of interest may exist for Respondent in regard to this project, Respondent should consult with its legal counsel prior to responding to this Request for SOQs. Any Respondent who is found to have an actual conflict of interest may have its SOQ rejected on that ground.
15. County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

D. EVALUATION PROCESS AND CRITERIA

SOQs shall be evaluated by an evaluation committee on the basis of the responsiveness to the questions and requirements in this Request for SOQs. SOQs will be competitively evaluated on the basis of the following criteria listed only in a random order of importance:

Written Statements

- Technical Expertise
- Key Personnel and References
- Approach/Understanding of Project/Services

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Section I
Introduction & Instructions to Respondents

- Adequate Staff and Availability to Perform Project/Services
- Organization and Completeness of SOQ Response
- Degree of Compliance with the County Model Contract Terms, Conditions and Scope of Work

SOQs deemed to meet all minimum requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion.

County reserves the right to conduct, or to not conduct, oral interviews and/or presentations with the highest-rated Respondent(s). The decision whether to conduct oral interviews/presentations rests solely with County and the decision of DPA is final. If the County chooses to conduct oral interviews, Respondent(s) scoring in the top twenty-five (25) percent will be asked to attend such interview. Respondent shall be ready to attend meeting within five (5) calendar days of notification. The County reserves the right to interview additional Respondents. Any inquiry to determine the responsibility of a Respondent to this Request for SOQs may be conducted. Respondent agrees that the submission of an SOQ is permission by Respondent for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Respondent. Failure to comply with any such request may disqualify a Respondent from further consideration.

E. SELECTION/AWARD PROCEDURES

Upon the completion of the evaluation process using the above criteria, the Evaluation Panel recommended Respondent and alternate Respondent will be submitted to the County's Board of Supervisors for approval/selection. Staff will then negotiate an agreement with the Board-selected Contractor and return to the Board for authorization to issue the Contract.

The Model Contract contained in Section III of this solicitation is the agreement proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this solicitation, including special conditions and requirements and those added by addendum and necessary attachments and/or exhibits and to reflect the Respondent's SOQ and qualifications.

Negotiations may or may not be conducted with the finalists; therefore, the SOQ submitted should contain Respondent's most favorable terms and conditions, since the selection and award may be made without further discussion. **Exceptions to the terms and conditions of the proposed Contract or the statements regarding Respondent's inability to comply with any of the provisions thereof are to be declared in the response to the SOQ in Section II, Part 1, 8. "Statement of Compliance".**

F. ORANGE COUNTY CHILD SUPPORT, EDD INDEPENDENT CONTRACTOR, AND W-9 REQUIREMENTS

1. ORANGE COUNTY CHILD SUPPORT

In order to comply with the child support enforcement requirements of the County, within ten (10) 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 Purchasing Agent, or the agency/department deputy purchasing agent:

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

County of Orange, OC Public Works
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Section I

Introduction & Instructions to Respondents

- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

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

(At time of recommended Contract award and upon County request, Contractor shall utilize the forms provided in Exhibit 1 of this solicitation to satisfy this requirement.)

2. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, the County is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays six hundred dollars (\$600) or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, 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 web site located at www.edd.ca.gov/.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of contract
Amount of contract

(At time of recommended Contract award and upon County request, Contractor shall utilize the form provided in Exhibit 2 of this solicitation to satisfy this requirement.)

3. 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 Countywide Accounting and Personnel System (CAPS) 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.

County of Orange, OC Public Works**SOQ# 080-589979****Development of Conceptual Site Plans for County Parcels at the Former MCAS El Toro**

Section I

Introduction & Instructions to Respondents

In order to comply with this County requirement, within ten (10) 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 Purchasing Agent, or the agency/departments deputy purchasing agent the required W-9 or W-8.

SECTION II

RESPONSE REQUIREMENTS

County of Orange, OC Public Works
Development of Conceptual Site Plans for County Parcels at the Former MCAS El Toro

SOQ# 080-589979
 Section II
 Response Requirements

SECTION II: STATEMENT RESPONSE REQUIREMENTS

SOQs must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this Request for SOQs. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

SOQs must include three tabbed sections, Part 1, Part 2, and Part 3 and must be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section.

Part 1:

(Complete this section and submit as **Part 1** in the first tabbed section of SOQ.)

1. Cover Page/Executive Summary

All SOQs must be accompanied by a cover letter of introduction and executive summary of the SOQ. The cover letter must be signed by person(s) with authority to bind the Respondent. If the Respondent is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation. An unsigned or improperly signed SOQ submission is grounds for rejection of the proposal and disqualification from further participation in this Request for SOQs process. All SOQs shall include in this first tabbed section, the Cover Page of this Request for SOQs and any subsequent addenda issued to this Request for SOQs with appropriate signatures as required.

2. Validity of SOQ

County requires that all SOQs be valid for at least three hundred sixty five (365) calendar days from the closing date and time for receipts of submittals. Submissions not valid for at least three hundred sixty five (365) calendar days from the closing date and time for receipts of submittals will be considered non-responsive. The Respondent shall state the length of time for which the submitted SOQ shall remain valid below:

 Validity of SOQ (in days) Signature required

3. Certification of Understanding

County assumes no responsibility for any understanding or representation made by any of its officers, employees or agents during or prior to the execution of any Contract resulting from this solicitation unless:

- A. Such understanding or representations are expressly stated in the Contract; and
- B. The Contract expressly provides that the County therefore assumes the responsibility.

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Section II
Response Requirements

Representations made but not expressly stated and for which liability is not expressly assumed by the County in the Contract shall be deemed only for the information of the Respondent.

By signing below, Respondent certifies that such understanding has been considered in this response.

(Signature required)

4. Minimum Qualifications/Requirements Statement

Respondent shall certify that it meets all minimum qualifications and requirements set forth above in this Section II, Part 3, 1. "Respondent's Statement" by signing below.

(Signature required)

5. Certificate of Insurance

The Respondent shall certify its willingness and ability to provide the required insurance coverage and certificates as set forth in Section III, Model Contract by signing below (see Model Contract, M. Insurance).

(Signature required)

6. Child Support Enforcement, EDD Independent Contractor and Form W-9 Requirements

The Respondent shall certify its willingness and ability to provide the required Orange County Child Support Enforcement, EDD Independent Contractor and Form W-9 Requirements as indicated in Section I by signing below (see Exhibits 1 and 2, but do NOT submit at this time).

(Signature required)

7. Conflict of Interest

- A. Describe your firm's conflict of interest systems and procedures that are in place and apply to the services to be provided to the County.
- B. Disclose any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs or with the city and county in which the project is located, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide. Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work. If you believe that no conflict of interest exists or would exist, sign below.

(Signature required)

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Section II
Response Requirements

8. Statement of Compliance

A statement of compliance with all parts of this Request for SOQs or a listing of exceptions and suggested changes must be submitted in response to this Request for SOQs. **Respondent must certify either A or B by signing below:**

- A. This response is in strict compliance with said Request for Statements, including the terms and conditions set forth in the Contract and its Attachments, and no exceptions thereto are proposed.

(Signature required)

OR

- B. This response is in strict compliance with said Request for Statements, including the terms and conditions set forth in the Contract and its Attachments, except for those proposed exceptions listed in a separate attachment hereto.

(Signature required)

- i. Attachment for each proposed exception must include:

1. The SOQ page number and section of the provision Respondent is taking exception to;
2. The complete provision Respondent is taking exception to;
3. The Respondent's suggested rewording;
4. Reason(s) for submitting the proposed exception; and
5. Any impact the proposed exception may have on cost, scheduling, or other areas.

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Section II
Response Requirements

Part 2:

Company Profile

(Complete this form and submit as **Part 2** in the second tabbed section of SOQ.)

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor, etc.): _____

Business Address: _____

Website Address: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name? _____ Yes _____ No
If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated? _____ Yes _____ No If yes, State of Incorporation: _____

Federal Taxpayer ID Number _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Name of Project Manager: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

In the event of an emergency or declared disaster, the following information is required:

Name of contact during non-business hours: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____ Cell or Pager Number: _____

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Response Requirements

Part 3:

Respondent's Statement

(Complete this section and submit as **Part 3** in the third tabbed section of SOQ.)

1. QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES OF RESPONDENT

This section of the SOQ will establish the ability of Respondent to satisfactorily perform the required work by reasons of experience in performing services of a similar nature, demonstrated competence in the services to be provided, strength and stability of the team, staffing capability, work load, record of meeting schedules on similar projects, and supportive client reference. **As part of its response to the following, Respondent should justify how the minimum qualifications/requirements specified below have been satisfied.**

The following are minimum qualifications:

- The Respondent must have the ability to do business in Orange County, California;
- Respondent shall not have a conflict of interest which would prevent it from providing the services requested in this Request for SOQs;
- The Respondent must illustrate demonstrable experience conducting comparable projects as is being requested in this Request for SOQs;
- Respondent must possess demonstrable experience in comprehensive land planning (commercial, institutional and/or residential); urban design, and/or architecture.

A. Respondent shall :

1. Provide a brief description of the Respondent's firm (the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices), staff, technical capabilities and the type of services that the Respondent is qualified to perform, including any discipline where the Respondent has special expertise.
2. Describe at least three (3) projects (highlight projects completed in Southern California) that demonstrate Respondent's qualifications to accomplish the services described in Attachment A - Scope of Work. Include the following information for each project:
 - a. Project owner and contact information;
 - b. Project description and location;
 - c. Project start date and completion date (note if completed on schedule and, if not completed on schedule, please state the reasons why).
3. Provide, at a minimum, three (3) reference letters for the services cited as related experience. Reference letters shall include the name, title, e-mail address, address and telephone number of the person(s) at the client organization who is most knowledgeable about the services performed. The reference letters should be from previous clients who have received similar services to those listed in this Request for SOQs. Please request that references provide a brief description of the Respondent's ability to adhere to project schedule. Please note that the County reserves the right to check additional references.

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Response Requirements

2. PROPOSED STAFFING

This section of the SOQ should establish the qualifications of the proposed staff to provide the services noted in the Scope of Work.

A. Respondent shall:

1. Complete Attachment C of the Model Contract (included in Section III of this Request for Statement for Qualifications) and submit hereinto:
 - a. Provide the names of key personnel who shall be assigned to project, licenses and certifications held by those individuals, years of related experience, and length of time with the Respondent's firm.
 - b. Identify subcontractor(s) (if any) that will be assigned to perform services listed in the Scope of Work, by company name, address, contact person, telephone number and project function. ***Please note that the aggregate money value of the sub-contractors work for any A/E contract with the County shall not constitute more than forty-nine percent (49%) of the total work under the A/E agreement.***
2. Include names, titles and current resumes of all proposed key personnel (project managers, team leaders) detailing their technical expertise which qualifies them for proposed work, experience directly related to proposed work (identify similar projects), function and responsibility related to proposed work, qualifications and licenses/certifications. This key personnel information shall be sufficient to provide confirmation that the firm has adequate staff and the ability to assist in projects as needed.
3. For each subcontractor (if any), provide the number of projects that have been collaborated on and number of years the firm has worked with the subcontractor.

3. WORK PLAN/APPROACH

Respondent shall provide a brief narrative that addresses the services noted in the Scope of Work and demonstrates the Respondent's understanding of County's needs and requirements.

A. Respondent shall:

- a. Describe the Respondent's approach to completing the services specified within the Scope of Work.

4. ADDITIONAL INFORMATION

Respondent shall describe additional relevant information concerning the services offered in this Request for SOQs that it considers important in evaluating its services.

SECTION III

MODEL CONTRACT

DEVELOPMENT OF CONCEPTUAL SITE PLANS FOR COUNTY PARCELS AT THE FORMER MCAS EL TORO

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MODEL CONTRACT

A G R E E M E N T

THIS AGREEMENT, hereinafter referred to as "AGREEMENT" for purposes of identification hereby numbered TBD, and dated _____ day of _____, 20_____ is

BY AND BETWEEN

County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY"

AND

TBD, a XXXX (ex. California or Delaware), Corporation, hereinafter referred to as "A/E",

which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES"

RECITALS

WHEREAS, COUNTY requires professional services to accomplish projects and/or services ("PROJECTS/SERVICES") as described in TBD Scope Of Work for Development of Conceptual Site Plans for County Parcels at the Former MCAS El Toro, hereinafter referred to as "Attachment A," attached hereto and incorporated herein by reference; and

WHEREAS, A/E is a firm whose principals are, as required by law, registered by the State of California for the practice of Civil Engineering, Mechanical Engineering, Electrical Engineering, Corrosion Engineering, Architecture, Landscape Architecture, or Land Surveying.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

A. Retainer

1. COUNTY does hereby retain A/E to perform the PROJECTS/SERVICES as required by this AGREEMENT.

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2. A professional, duly registered in the State of California, who shall be assigned to PROJECTS/SERVICES and whose services are offered by A/E and accepted by COUNTY is TBD.

3. A/E may employ special consultants/contractors for the accomplishment of the PROJECTS/SERVICES specified; and, it is agreed that only the following firms or independent consultants/contractors are to be employed to provide these PROJECTS/SERVICES, and that the aggregate money value of their PROJECTS/SERVICES shall not constitute more than forty-nine percent (49%) of the total amount of PROJECTS/SERVICES required under this AGREEMENT:

a. TBD

4. Consultants/contractors may be substituted and/or added by mutual AGREEMENT of A/E and the Director, County of Orange, OC Public Works or his designee, hereinafter referred to as "DIRECTOR".

5. A/E's employment of independent consultants/contractors shall not relieve A/E from the performance of its own responsibilities pursuant to this AGREEMENT. However, all consultants/contractors independently contracting with COUNTY shall be independently liable to COUNTY for the performance of the work pursuant to their agreements, and A/E shall have no liability for work by contractors independently contracting with COUNTY.

B. PROJECTS/SERVICES

1. Description of PROJECTS/SERVICES

a. PROJECT/SERVICES to be performed by A/E shall consist of the work as specified herein and as required in Attachment A. If in the event Attachment A shall be in conflict with any provision of this AGREEMENT, the wording as set forth in Attachment A shall prevail.

b. A/E shall be responsible for submitting all PROJECTS/SERVICES to COUNTY in a form which has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional named in Section A herein; and, any PROJECTS/SERVICES not meeting this requirement will be returned to A/E prior to review by COUNTY.

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2. Design Criteria and Standards

All PROJECTS/SERVICES shall be performed in accordance with instructions, criteria and standards set forth by the DIRECTOR.

3. Scheduling

a. Concurrently with the work of the AGREEMENT, A/E shall prepare a progress work schedule and within TBD working days from the date of receipt of individual assignments from COUNTY, A/E shall submit to COUNTY two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of PROJECTS/SERVICES assignments. A/E schedule shall include required COUNTY review period(s) set forth herein. An approved copy of the progress schedule will be returned to A/E.

b. A/E shall allow at least TBD working days for COUNTY review of progress work schedule. In planning work A/E should anticipate and allow ten (10) working days for COUNTY review of each submittal required in Attachment A.

c. A/E shall meet TBD at least once every TBD weeks with COUNTY to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.

d. Within TBD working days of each meeting, A/E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to COUNTY for concurrence.

e. A/E shall complete all the work of PROJECTS/SERVICES and obtain all approvals by the COUNTY within the time frame indicated in Attachment A except A/E shall not be responsible for any delay beyond the control of A/E.

f. In the event A/E fails to complete the work and obtain the approval of DIRECTOR in the time allowed, COUNTY shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A/E to complete the PROJECTS/SERVICES pursuant to this AGREEMENT shall be extended for delay caused by COUNTY in completing its work pursuant to this AGREEMENT which delay exceeds the agreed COUNTY review and/or approval time periods.

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C. Assistance by COUNTY

1. COUNTY shall assign an appropriate staff member to work with A/E in connection with the work of this AGREEMENT. Said staff member's duties will consist of the giving of advice and consultations, assisting A/E in negotiations with other public agencies and private parties, miscellaneous items which in the judgment of A/E or COUNTY's staff warrant attention, and all other duties as may be described in Attachment A.

2. All of the above activities, however, shall be the primary responsibility of A/E to schedule, initiate and carry through to completion.

D. Non-Employment of COUNTY Personnel

1. A/E agrees that no full-time, regular employee of COUNTY who is involved in this Project shall be given or offered employment by A/E in a participatory status during the life of this AGREEMENT regardless of the assignments said employee may be given or the days or hours employee may work. By accepting this AGREEMENT, A/E agrees not to negotiate any employment opportunity with any COUNTY full-time, regular employee who is involved in this Project in professional classifications of the same skills required for the performance of this AGREEMENT.

2. Nothing in this AGREEMENT shall be deemed to make A/E, or any of A/E's employees or agents, the agents or employees of the COUNTY. A/E shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that A/E is in compliance with the terms of this AGREEMENT. Anything in the AGREEMENT which may appear to give COUNTY the right to direct A/E as to the details of the performance of the work or to exercise a measure of control over A/E shall mean that A/E shall follow the desires of COUNTY, only in the results of the work.

E. Non-Discrimination

1. In the performance of this AGREEMENT, A/E agrees that it will comply with the requirements of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination

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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.

2. A/E acknowledges that a violation of this provision shall subject A/E to all the penalties imposed for a violation of the California Labor Code.

F. Employee Eligibility Verification

1. A/E 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 AGREEMENT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. A/E 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. A/E shall retain all such documentation for all covered employees for the period prescribed by the law.

2. A/E shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against A/E or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this AGREEMENT.

G. Termination of Agreement for Cause

1. If A/E breaches any of the covenants or conditions of this AGREEMENT, COUNTY shall have the right to terminate this AGREEMENT upon ten (10) days written notice prior to the effective day of termination.

2. A/E shall have the opportunity to cure the alleged breach prior to termination.

3. In the event the alleged breach is not cured by A/E prior to termination, all work performed by A/E pursuant to this

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AGREEMENT, which work has been reduced to plans or other documents, shall be made available to COUNTY.

H. Termination for Convenience

1. Notwithstanding any other provision of the AGREEMENT, COUNTY may at any time, and without cause, terminate this AGREEMENT in whole or in part, upon not less than seven (7) calendar days' written notice to the A/E. Such termination shall be effected by delivery to the A/E of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated.

2. A/E shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by COUNTY.

3. COUNTY shall pay the A/E for the Work completed prior to the effective date of the termination, and such payment shall be the A/E's sole remedy under this AGREEMENT.

4. Under no circumstances will A/E be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph.

5. A/E shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require subcontractors to insert the same condition in any lower tier subcontracts.

I. Term and Maximum Compensation

The term of this AGREEMENT is for three (3) years commencing on the date of execution by the Board of Supervisors, with a maximum allowable compensation of TBD, except as permitted in Paragraph J below.

J. A/E Compensation and Extra Work

For the PROJECTS/SERVICES authorized under this AGREEMENT, A/E shall be compensated in accordance with the following:

1. For completion and approval of all PROJECTS/SERVICES where "Extra Work" (defined as changes in approved portions of the PROJECT/SERVICES required by and ordered in writing by DIRECTOR which changes constitute a change in or departure from said approved

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portions of PROJECTS/SERVICES) is not authorized, compensation including reimbursables shall be described and payable as stipulated in Fee Schedule, herein after referred to as "Attachment B", attached hereto and incorporated herein by reference.

2. Where extra work is authorized for PROJECTS/SERVICES:

a. The amount for Extra Work shall be determined using Attachment B. Extra Work shall be required by and ordered in writing by DIRECTOR. DIRECTOR may order Extra Work not to exceed five thousand dollars (\$5,000) for contracts of less than fifty thousand (\$50,000), and may order Extra Work up to ten percent (10%) for contracts not exceeding two hundred fifty thousand dollars (\$250,000). For contracts greater than two hundred fifty thousand dollars (\$250,000), Extra Work shall not exceed twenty-five thousand dollars (\$25,000) plus one percent (1%) of the original contract amount in excess of two hundred fifty thousand dollars (\$250,000). In no case shall Extra Work exceed one hundred thousand dollars (\$100,000).

b. A/E's billing for the Extra Work shall include but not be limited to names of A/E's staff employed in the Extra Work, classification of employees and number of hours worked.

3. For partial completion of work of PROJECTS/SERVICES followed by default on part of A/E:

a. For failure to complete and secure approval of the first required submittal, there shall be no compensation.

b. For failure to complete and secure approval of other authorized phases, A/E shall, upon completion of PROJECTS/SERVICES by others, be entitled to receive compensation based on approved work of PROJECTS/SERVICES not to exceed the amounts specified in Attachment A for that particular submittal, plus the reasonable value as determined by COUNTY of the non-approved work; provided, however, that if the cost to COUNTY to complete the contract exceeds the amount specified herein, A/E shall be liable to COUNTY for such excess costs attributable to A/E's breach of the AGREEMENT.

K. Laws to be Observed

A/E is assumed to be familiar with and, at all times, shall observe and comply with all federal, state and local laws, ordinances

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and regulations in any manner affecting the conduct of the PROJECTS/SERVICES.

L. Errors and Omissions

1. All PROJECTS/SERVICES submitted by A/E shall be complete and shall be carefully checked prior to submission. A/E understands that COUNTY's checking is discretionary, and A/E shall not assume that COUNTY will discover errors and/or omissions. If COUNTY discovers any errors or omissions prior to approving A/E's PROJECTS/SERVICES, the PROJECTS/SERVICES will be returned to A/E for correction. Should COUNTY or others discover errors or omissions in the work submitted by A/E after COUNTY's approval thereof, COUNTY's approval of A/E's PROJECTS/SERVICES shall not be used as a defense by A/E.

2. If A/E subcontracts portions of the architectural or engineering design PROJECTS/SERVICES to be performed under the terms of this AGREEMENT, A/E shall obtain evidence that such subcontractors have purchased Professional Liability Insurance to the same limits as described in Paragraph M (unless modified by Attachment A) and containing the same clauses as the insurance required of A/E under the terms of this AGREEMENT. Evidence of subcontractor's insurance shall be submitted to COUNTY upon request.

M. Insurance

1. A/E shall maintain insurance coverage appropriate to protect against all risks arising from or in any way connected with the subject matters of this AGREEMENT, acceptable to COUNTY, effective on the first day of work and in full force throughout the full term of this AGREEMENT.

2. A/E agrees to deposit with COUNTY, within fourteen (14) calendar days of the date of execution of this AGREEMENT at 300 North Flower Street, Room No. 721, Santa Ana, CA 92702, certificates of insurance and endorsements (certificates shall be in a form obtainable from COUNTY), in duplicate to satisfy COUNTY, that insurance requirements of this AGREEMENT have been complied with and to keep such insurance in effect and the certificates therefore on deposit with COUNTY, during the entire term of this AGREEMENT.

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3. A/E agrees to furnish additional certified copies of insurance policy(ies) if requested by letter from COUNTY.

4. COUNTY, shall retain the right to review the coverage, form, and amount of the insurance provided by A/E prior to the start of work on PROJECTS/SERVICES by A/E. If, in the opinion of DIRECTOR, the certificates and endorsements provided by A/E do not provide the coverage, form, and amount of insurance as required and listed herein, COUNTY, shall notify A/E in writing that A/E is in default of the AGREEMENT. A/E shall have fourteen (14) calendar days from the date of such notification from COUNTY to provide adequate insurance. If A/E fails to provide adequate insurance within the time frame specified, COUNTY, shall terminate the AGREEMENT without compensation to A/E.

5. COUNTY, shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of DIRECTOR, the insurance provisions as described in this AGREEMENT do not provide adequate protection for COUNTY, COUNTY may require A/E to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

6. The costs of such changes in insurance during the course of work as may be requested by COUNTY shall be paid by COUNTY, to A/E as either Extra Work, as described in paragraph J of this AGREEMENT, or as an amendment to the AGREEMENT.

7. COUNTY shall notify A/E in writing of changes in the insurance requirements; and if A/E does not deposit copies of acceptable certificates and endorsements with COUNTY incorporating such changes within fourteen days of receipt of such notices, this AGREEMENT shall be in default without further notice to A/E, and COUNTY, shall be entitled to all legal remedies.

8. The procuring of such required policy(ies) of insurance shall not be constructed to limit A/E's liability hereunder nor to fulfill the indemnification provisions of this AGREEMENT.

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9. All insurance policies required by this AGREEMENT shall declare any deductible or self-insured retention (SIR) in an amount in excess of twenty-five thousand dollars (\$25,000) [Five thousand dollars (\$5,000) for automobile liability], which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. A/E shall be responsible of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

10. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

11. Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

12. If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

13. The policy or policies of insurance maintained by the A/E shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limit</u>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Commercial General Liability	\$1,000,000 combined single limit per
with broad form and contractual liability	occurrence; \$2,000,000 aggregate
Auto Liability including coverage	\$1,000,000 combined single limit per
for owned, non-owned and hired vehicles	occurrence
Professional Liability	\$1,000,000 claims made

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(Errors and Omissions)

14. A/E's insurance policy(ies) shall contain the following additional clauses or clauses shall be added as an endorsement to the policy:

a. A "Discovery Clause" or its equivalent stating that coverage will be provided for claims made following insurance policy expiration if A/E gives written notice of a claim to the insurer (for Professional Liability only). If the Professional Liability policy is a "claims made" policy, A/E shall agree to maintain professional liability coverage for two years following completion of the contract.

b. A clause stating, "This insurance shall not be cancelled, reduced in scope or coverage, changed or amended until after thirty (30) days written notice has been given to: DIRECTOR, Orange County Public Works, at 300 North Flower Street, Santa Ana, CA 92703-5000; and, Orange County Risk Management Services, P.O. Box 327, Santa Ana, CA 92702." This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACCORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

c. A clause stating, "This insurance shall be primary insurance and any insurance maintained by the 'County of Orange' shall be excess and non-contributing."

d. A clause stating, "The following party is hereby named as additional insured: 'County of Orange' (for Commercial General Liability and Auto Liability only)."

e. A clause stating, "This insurance shall allow for severability of interest of the: 'County of Orange'."

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f. A clause stating, "Workers' Compensation insurance shall waive all rights of subrogation against the 'County of Orange'."

g. Insurance policy(ies) obtained by A/E shall not contain insurance policy riders or clauses which shall negate or modify any provision(s) or requirement(s) contained within the AGREEMENT.

N. Indemnification

A/E agrees to, indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the County of Orange ("COUNTY"), their 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 A/E. If judgment is entered against A/E and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of A/E and COUNTY or COUNTY INDEMNITEES, A/E 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 A/E of any insurance requirements or obligations created elsewhere in this AGREEMENT.

O. Award of Construction Agreement and Other Future Agreements

A/E is hereby informed that provisions of the Public Contract Code, the Political Reform Act of 1974, other statutes, regulations, and COUNTY policy prohibit, as an impermissible conflict of interest, the award of a contract for the construction of the project(s) on which A/E performed architectural-engineering services under this A/E AGREEMENT. A/E is hereby informed that these statutes and regulations could also prohibit the award to A/E of design or other contracts on future phases related to tasks performed by A/E under this AGREEMENT. This prohibition applies also to a

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subcontractor of or parent company of the firm that performed architectural-engineering tasks under this AGREEMENT.

P. Amendments

No alteration or variation of the terms of this AGREEMENT 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.

Q. Successors and Assigns

The terms and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

R. Entirety

This AGREEMENT contains the entire agreement between the parties with respect to the matters provided for herein.

S. Severability

If any part of this AGREEMENT is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

T. Binding Obligation

The PARTIES to this AGREEMENT represent and warrant that this AGREEMENT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity enforceable in accordance with its terms.

U. Governing Law and Venue

1. This AGREEMENT 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 AGREEMENT, 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.

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2. The PARTIES specifically agree that by soliciting and entering into and performing PROJECTS/SERVICES under this AGREEMENT, the A/E shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all PROJECTS/SERVICES under this AGREEMENT is completed, and continuing until the expiration of any applicable limitations period.

V. Child Support Enforcement Requirements

1. To comply with child support enforcement requirements of the COUNTY, within thirty (30) days of notification of selection for award of PROJECTS/SERVICES, A/E agrees to complete and furnish to DIRECTOR the information required in County of Orange Child Support Enforcement Contract Certification, hereinafter referred to as "Exhibit 1," attached hereto and incorporated herein by reference.

2. If A/E is not a corporation, general partnership, limited liability partnership, or limited liability company, A/E shall, within thirty (30) days of notification of selection of award of PROJECTS/SERVICES, complete and furnish to DIRECTOR the information required in EDD Independent Contract Reporting Requirements, hereinafter referred to as "Exhibit 2," attached hereto and incorporated herein by reference.

3. It is expressly understood that this data will be transmitted by COUNTY to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes.

W. Ownership of Documents

1. All data, including but not limited to letters, reports, files, plans, drawings, specifications, proposals, sketches, diagrams and calculations, prepared by A/E and/or anyone acting under the supervision of A/E pursuant to this AGREEMENT, shall become the property of COUNTY upon preparation by A/E and may be used by the COUNTY as it may require without additional cost to the COUNTY.

2. COUNTY shall not be limited in any way to its use thereof at any time, including the release of this data to third parties. A/E shall be held harmless for release of such data as may be prepared or created under this AGREEMENT to any third party. If

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A/E and/or anyone acting under the supervision of A/E should later desire to use any of the data prepared in connection with this AGREEMENT, A/E shall first obtain the written approval of COUNTY.

X. Confidentiality

1. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to A/E in connection with the performance of this AGREEMENT shall be held confidential by A/E and/or anyone acting under the supervision of A/E and shall not, without the prior written consent of COUNTY, be used for any purposes other than the performance of the PROJECTS/SERVICES described in Attachment A, nor be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the PROJECTS/SERVICES.

2. Nothing furnished to A/E which is generally known among counties in Southern California shall be deemed confidential.

3. A/E and/or anyone acting under the supervision of A/E shall not use COUNTY name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other medium without the express written consent of COUNTY.

Y. Publication

1. No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this AGREEMENT, are to be released by A/E and/or anyone acting under the supervision of A/E to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this AGREEMENT. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after COUNTY approval.

2. The A/E agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this AGREEMENT or any subsequent amendment of, or effort under this AGREEMENT. A/E must first obtain review and approval of said media

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contact from the COUNTY through the COUNTY'S Project Manager. Any requests for interviews or information received by the media should be referred directly to the COUNTY. A/E's are not authorized to serve as a media spokespersons for COUNTY projects without first obtaining permission from the COUNTY Project Manager.

Z. Records and Audit/Inspections

1. A/E shall keep an accurate record of time expended by A/E and/or consultants employed by A/E in the performance of this AGREEMENT.

2. Within ten (10) days of COUNTY's written request, A/E shall allow COUNTY or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this AGREEMENT.

3. A/E shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the AGREEMENT or until resolution of any claim or dispute between the PARTIES, whichever is later.

4. Should A/E cease to exist as a legal entity, records pertaining to this AGREEMENT shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to COUNTY.

AA. Notices

1. Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' project managers' routine exchange of information and cooperation during the PROJECTS/SERVICES.

2. 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 U. S. certified or registered mail, return receipt requested, postage

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prepaid, whichever occurs first. The date of mailing shall count as the first day.

3. 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.

For A/E:

Name: TBD
Address
City
Attn:
Phone:
E-mail:
Fax:

For COUNTY:

Name: TBD
Address
City
Attn:
Phone:
E-mail:
Fax:

AB. Attorney's Fees

In any action or proceeding to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

AC. Interpretation

1. AGREEMENT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT.

2. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite having the opportunity to do so.

3. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this AGREEMENT by any other PARTY hereto or by any person representing them, or both.

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4. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the PARTY that has drafted it is not applicable and is waived.

5. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this AGREEMENT.

AD. Headings

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

AE. Acceptance

Unless otherwise agreed to in writing by COUNTY acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of COUNTY.

AF. Consent to Breach not Waiver

1. No term or provision of this AGREEMENT 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.

2. 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.

AG. Remedies Not Exclusive

The remedies for breach set forth in this AGREEMENT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this AGREEMENT does not preclude resort by either party to any other remedies provided by law.

AH. Independent Contractor

Neither A/E, its employees nor anyone working under A/E shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

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AI. Bills and Liens

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

AJ. Changes

A/E shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.

AK. 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 AGREEMENT nor any portion thereof may be assigned or sub-contracted by A/E, by any means whatsoever including but not limited to merger by acquisition, without the express written consent of COUNTY. Any attempt by A/E to assign or sub-contract the performance or any portion thereof of this AGREEMENT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this AGREEMENT.

AL. Changes in Ownership

A/E agrees that if there is a change or transfer in ownership, including but not limited to merger by acquisition, of A/E's business prior to completion of this AGREEMENT, the new owners shall be required under terms of sale or other transfer to assume A/E's duties and obligations contained in this AGREEMENT and to obtain the written approval of COUNTY of such merger or acquisition, and complete the obligations and duties contained in the AGREEMENT to the satisfaction of COUNTY.

AM. Force Majeure

A/E shall not be assessed with damages or unsatisfactory performance penalties during any delay beyond the time named for the

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performance of this AGREEMENT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided A/E gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and A/E avails himself of any available remedies.

AN. Compliance with Laws

1. A/E represents and agrees that services to be provided under this AGREEMENT shall fully comply, at A/E'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 PROJECTS/SERVICES at the time PROJECTS/SERVICES are provided to and accepted by COUNTY.

2. A/E acknowledges that COUNTY is relying on A/E for such compliance, and pursuant to the requirements of the indemnification paragraph above, **A/E 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.**

A0. Calendar Days

Any reference to the word "day" or "days" herein means calendar day or calendar days, respectively, unless otherwise expressly provided.

AP. Breach of Contract

The failure of the A/E to comply with any of the provisions, covenants or conditions of this AGREEMENT shall be a material breach of this AGREEMENT. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this AGREEMENT, the COUNTY may:

1. afford the A/E written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this AGREEMENT within which to cure the breach;

2. discontinue payment to the A/E for and during the period in which the A/E is in breach; and

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3. offset those monies disallowed pursuant to the above, against any monies billed by the A/E but yet unpaid by the COUNTY.

AQ. Default

1. In the event any equipment or service furnished by the A/E in the performance of this AGREEMENT should fail to conform to the specifications therein within one (1) calendar year from the COUNTY's acceptance of the equipment or service, or any performance period specifically specified within the specifications or AGREEMENT, whichever is greater, the COUNTY may reject same, and it shall become the duty of the A/E to reclaim and remove the items without expense to the COUNTY and to immediately replace all such rejected equipment or service with others conforming to such specifications, provided that should the A/E fail, neglect or refuse to do so within one hundred and twenty (120) calendar days, the COUNTY shall have the right to purchase on the open market a corresponding quantity of any such equipment or service and to deduct from any monies due or that may thereafter become due to the A/E the difference between the price specified in this AGREEMENT and the actual cost to the COUNTY.

2. In the event the A/E shall fail to make prompt delivery as specified of any equipment or service, the same conditions as to the rights of the COUNTY to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this AGREEMENT.

3. In the event of the cancellation of this AGREEMENT, either in whole or in part, by reason of the default or breach by the A/E, any loss or damage sustained by the COUNTY in procuring any equipment or service which the A/E agreed to supply under this AGREEMENT shall be borne and paid for by the A/E.

4. Default shall include failure to carry out any of the requirements of this AGREEMENT, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the PROJECTS/SERVICES as agreed to herein, or otherwise substantially violating any provision of this AGREEMENT.

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5. Upon termination of the AGREEMENT with A/E, the COUNTY may begin negotiations with a third-party A/E to provide goods and/or PROJECTS/SERVICES as specified in this AGREEMENT.

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

AR. Conflict of Interest Contractor Personnel

1. The A/E shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the A/E; the A/E's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and PROJECTS/SERVICES hereunder.

2. A/E's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from: making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

AS. Title to Data

1. All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the A/E in the performance of this AGREEMENT, 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 A/E after completion or termination of this AGREEMENT without the express written consent of the COUNTY.

2. All materials, documents, data or information, including copies furnished by COUNTY and loaned to A/E for his temporary use, must be returned to the COUNTY at the end of this AGREEMENT unless otherwise specified by the DIRECTOR.

AT. Availability of Funds

The obligation of COUNTY is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the COUNTY to expend or as involving the

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COUNTY in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

AU. Contingency of Funding

A/E acknowledges that funding or portions of funding for this AGREEMENT may also be contingent upon receipt of funds from, and/or appropriation of funds by, the (list State of California or other funding entity here) to COUNTY. If such funding and/or appropriations are not forthcoming, or otherwise limited, COUNTY may immediately terminate or modify this AGREEMENT without penalty.

AV. Contract Construction

The parties acknowledge that each party and its counsel have reviewed this AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT or any amendment or exhibits hereto.

AW. Waiver of Jury Trial

Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this AGREEMENT and/or any other claim of injury or damage.

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IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the dates opposite their respective signatures:

(Name of Company/Corporation),
 a XXXX(ex. California), Corporation

Date: _____

By _____

 Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: _____

By _____

 Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)

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

Date: _____

By _____
 Chair of the Board of Supervisors
 Orange County, CA

**Signed and certified that a copy of
 this document has been delivered to the
 Chair of the Board per G.C. Sec 25103,
 Reso 79-1535**

Attest:

Date: _____

 Darlene J. Bloom
 Clerk of the Board of Supervisors
 County of Orange, California

Date: _____

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

By: _____
 Deputy

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Section III
Model Contract
Attachment A
Scope of Work

ATTACHMENT A
SCOPE OF WORK

I. INTRODUCTION

In March 2003, the City of Irvine, Irvine Redevelopment Agency, and the County of Orange entered into a written Property Tax Transfer and Pre-Annexation Agreement regarding the use of the former MCAS El Toro, which was then located adjacent to but just outside the jurisdictional boundaries of the City of Irvine. The Pre-Annexation Agreement provided, among other things, that the City of Irvine will provide the COUNTY with a number of parcels located at the former MCAS El Toro in Irvine, CA (Property) for COUNTY use. The parcels include the 100 acre site located in the southwest corner of the Property (Exhibit 3) and the parcels collectively known as the Alton Parcels or individually as instrument parcels D-1, D-2, D-3, and D-4, located in the northeasterly quadrant of Property (Exhibit 4 and Exhibit 5).

The COUNTY is soliciting Statement of Qualifications from interested and qualified A/E firms to prepare alternative development concepts for the COUNTY parcels (100 Acre Parcel and Alton Parcels) at the former MCAS El Toro in Irvine, CA.

This is the first step in exploring potential uses of the property. It will be followed by a separate in-depth development feasibility analysis of 2-3 selected alternatives. To reach this objective the following tasks are being proposed:

- Task 1: Document Review
- Task 2: Project Kick Off
- Task 3: Meeting Attendance
- Task 4: Conceptual Site Plan Development

Details regarding each of these work tasks are provided in the following section.

II. SCOPE OF WORK

A/E shall be required to provide the following services:

1. Document Review (Task 1) - Review and evaluate all relevant documents and background materials. The COUNTY will provide the following information:
 - Exhibit 3 - 100 Acre Parcel Site Map (Download separately from the bid page)
 - Exhibit 4 - Western Alton Parcels Site Map (Download separately from the bid page)
 - Exhibit 5 – Northern Alton Parcels Site Map (Download separately from the bid page)
 - Exhibit 6 - Due Diligence Report 100 Acres Parcel (Download separately from the bid page)
 - Exhibit 7 - Due Diligence Report Alton Parcels (Download separately from the bid page)
2. Project Kick-Off (Task 2) - Participate in a Project Kick-Off Meeting, Site Tour and one day intensive design charrette. The project kick off meeting and site tour can be part of the one day design charrette process. In addition, as part of this task, the A/E shall provide the following services:
 - a. Project Kick-Off Meeting (Task 2a): The goal of the kick-off meeting is to assemble the entire team and identify the project team members and their responsibilities.

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Attachment A
Scope of Work

- b. Site Tour (Task 2b): The site tour will familiarize the team with the project site.
- c. Participation in Design Charette (Task 2c)

Expectations Include:

- Developing consensus on project goals, objectives and priorities;
- Identification of site opportunities and constraints;
- Setting proper expectations;
- Developing a clear and realistic vision for the project;
- Kicking off the design process;
- Identifying realistic strategies and designs for the project;
- Ideas for potential partners and funding sources for a project;
- Shared information and "lessons learned" from experts;
- Promoting "collective enthusiasm" for a project with realistic goals and direction;
- Establish deadlines, timeframes, and accountability to push project objectives along;
- Establish guidelines to help complete the project on time and within budget.

3. Meeting Attendance (Task 3)

- a. Participation in meetings with COUNTY Staff (Task 3a) - Meet with COUNTY Staff to obtain feedback and direction regarding draft designs. Revise all draft plans and designs based on input.
- b. Outreach to Orange County Board of Supervisors (Task 3b) - Participate in Board briefings and presentations to provide project updates and to obtain feedback and direction regarding draft design plans. Revise all draft plans and designs based on Board input.
- c. Participation in Strategic Planning Meetings (Task 3c) - This is where solutions are generated. Strategic planning aids in developing more specific project goals, and objectives and detailing an action plan that describes the steps needed to successfully implement the project.

4. Conceptual Site Plan (Task 4) - This principal task will involve preparing a minimum of ten (10) proposed conceptual site layouts, overall character of the development and ways in which the concept meets the project goals and objectives. The concept must convey consideration for uses, layout, density, circulation, and possible alternatives.

a. The Conceptual Site Plan (Task 4a), at a minimum, should describe:

- Proposed mix of uses and/or users, including percentage of residential, commercial, institutional, hospitality, and/or retail uses;
- Potential sports, entertainment and mixed-use residential development;
- Preliminary design features including project boundaries, proposed building locations, proposed parking or paved areas and other design features;
- Preliminary phasing plan to identify potential project phasing options, if applicable;

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Attachment A
Scope of Work

- The plan's implications to the COUNTY's economic development objectives;
 - Anticipated infrastructure improvements;
 - Anticipated zoning changes and other significant land use approvals;
 - Vehicular access. Vehicular access to the project site will be provided by Marine Way. The exact alignment of road for Marine Way is yet to be determined and could impact site layout and circulation;
 - Any significant variances from the project goals and objectives and the rationale for those variances.
- b. Project Renderings (Task 4b) - Maps, figures and 3D video renderings. Produce presentation quality project graphics demonstrating site design and surrounding context with colored artistic renderings and 3D computer models.

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Attachment B
A/E's Pricing

ATTACHMENT B
A/E's PRICING (FEE SCHEDULE)

- I. COMPENSATION:** This is an all-inclusive usage AGREEMENT between COUNTY and A/E for Development of Conceptual Site Plans for County Parcels at the Former MCAS El Toro, as set forth in Attachment A, "Scope of Work".

A/E agrees to accept the specified compensation as set forth in this AGREEMENT as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. 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 A/E of all its duties and obligations hereunder. A/E shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **COUNTY shall have no obligation to pay any sum in excess of the Total AGREEMENT Amount specified herein below unless authorized by amendment in accordance with Paragraphs P and AJ of the COUNTY AGREEMENT Terms and Conditions.**

- II. PRICING:** **TBD** (Please do not include any costs with SOQ response)

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the AGREEMENT. All price decreases will automatically be extended to COUNTY. COUNTY requires bona fide proof of cost increases on agreements prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. COUNTY may enforce, adjust, negotiate, or cancel escalating price agreements or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the AGREEMENT. Adjustments increasing the A/E's profit will not be allowed.

- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** A/E 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. A/E agrees that no price increases shall be passed along to COUNTY during the term of this AGREEMENT not otherwise specified and provided for within this AGREEMENT.

- V. A/E's EXPENSE:** A/E 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 AGREEMENT.

- VI. PAYMENT TERMS:** Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the COUNTY, as applicable. Invoices shall be verified and approved by COUNTY, as applicable, and subject to routine processing requirements. The responsibility for providing an acceptable invoice to COUNTY, as applicable, for payment rests with A/E. Incomplete or incorrect invoices are not acceptable and will be returned to the A/E for correction.

Billing shall cover services and/or goods not previously invoiced. The A/E shall reimburse the COUNTY, as applicable, for any monies paid to the A/E for goods or services not provided or when goods or services do not meet the AGREEMENT requirements.

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Attachment B
A/E's Pricing

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

VII. INVOICING INSTRUCTIONS: The A/E will provide an invoice on the A/E's letterhead. Each invoice will have a unique number and will include the following information:

- a. A/E's name and address
- b. A/E's remittance address, if different from (a), above
- c. Name of COUNTY agency/department
- d. Delivery/service address
- e. AGREEMENT number
- f. Service Date
- g. Description of Services
- h. Total
- i. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services
Attn: Accounts Payable
300 N Flower, 8th Fl.
Santa Ana, CA 92703

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 Attachment C
 Staffing Plan

ATTACHMENT C
STAFFING PLAN

(Complete and submit as #2.a.1., in Part 3 of Section II “Response Requirements”)

1. A/E KEY PERSONNEL

Name	Classification/ Designation	Licenses/Certifications (include license/ certification number)	Years of Experience	Length of Time with Firm

A/E understands that the individuals represented as assigned to the PROJECT must remain working on the PROJECT throughout the duration of the PROJECT unless otherwise requested or approved by COUNTY, as applicable. Substitution of A/E’s Key Personnel shall be allowed only with prior written approval of COUNTY’s Project Manager.

A/E may reserve the right to involve other A/E 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, as applicable, written approval. COUNTY, as applicable, reserves the right to have any of A/E personnel removed from providing services to COUNTY, as applicable, under this AGREEMENT. COUNTY, as applicable, is not required to provide any reason for the request for removal of any A/E personnel.

2. SUBCONTRACTOR(S)

Listed below are subcontractor(s) anticipated by A/E to perform services specified in Attachment A. Substitution or addition of A/E’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

EXHIBIT 1
ORANGE COUNTY CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

In order to comply with child support enforcement requirements of Orange County, within ten (10) days of award of contract, the successful contractor must furnish to the Contract Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

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

The certifications will be stated as follows:

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with Orange County. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

After notification of award, the successful contractor may use the forms supplied herein, to furnish required information listed above.

**ORANGE COUNTY CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

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

Name: (DO NOT COMPLETE AT THIS TIME)

D.O.B: _____

Social Security No: _____

Residence Address: _____

- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with Orange County. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

Authorized Signature

Name

Title

EXHIBIT 2

EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, Orange County is required to file federal Form 1099-Misc for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a Contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, 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 web site located at www.edd.ca.gov/.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
 Social Security Number
 Address
 Start and expiration dates of Contract
 Amount of Contract

(DO NOT COMPLETE AT THIS TIME)

First Name _____ Middle Initial _____ Last Name _____

SSN _____

Contract Number _____ Dollar value of Contract _____

Start Date _____ Expiration Date _____

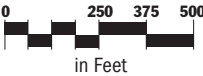
Exhibit 3



KEY MAP

GENERAL NOTES

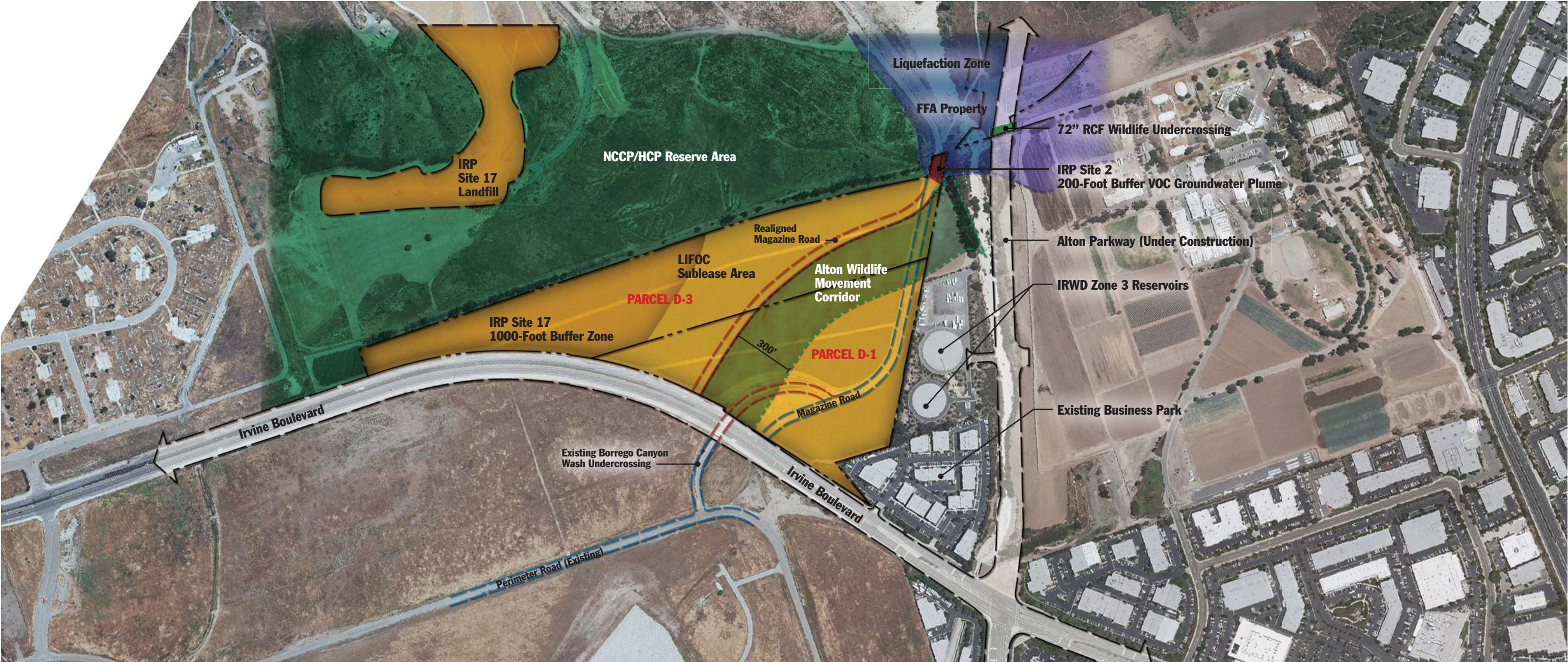
1. For contamination and remediation related issues/constraints, see summary attachment.
2. For biological resources/constraints, see summary attachment.



100-ACRE PARCEL OPPORTUNITIES AND CONSTRAINTS

ORANGE COUNTY PUBLIC WORKS
USMC EL TORO PARCELS
FIGURE 5

Exhibit 4



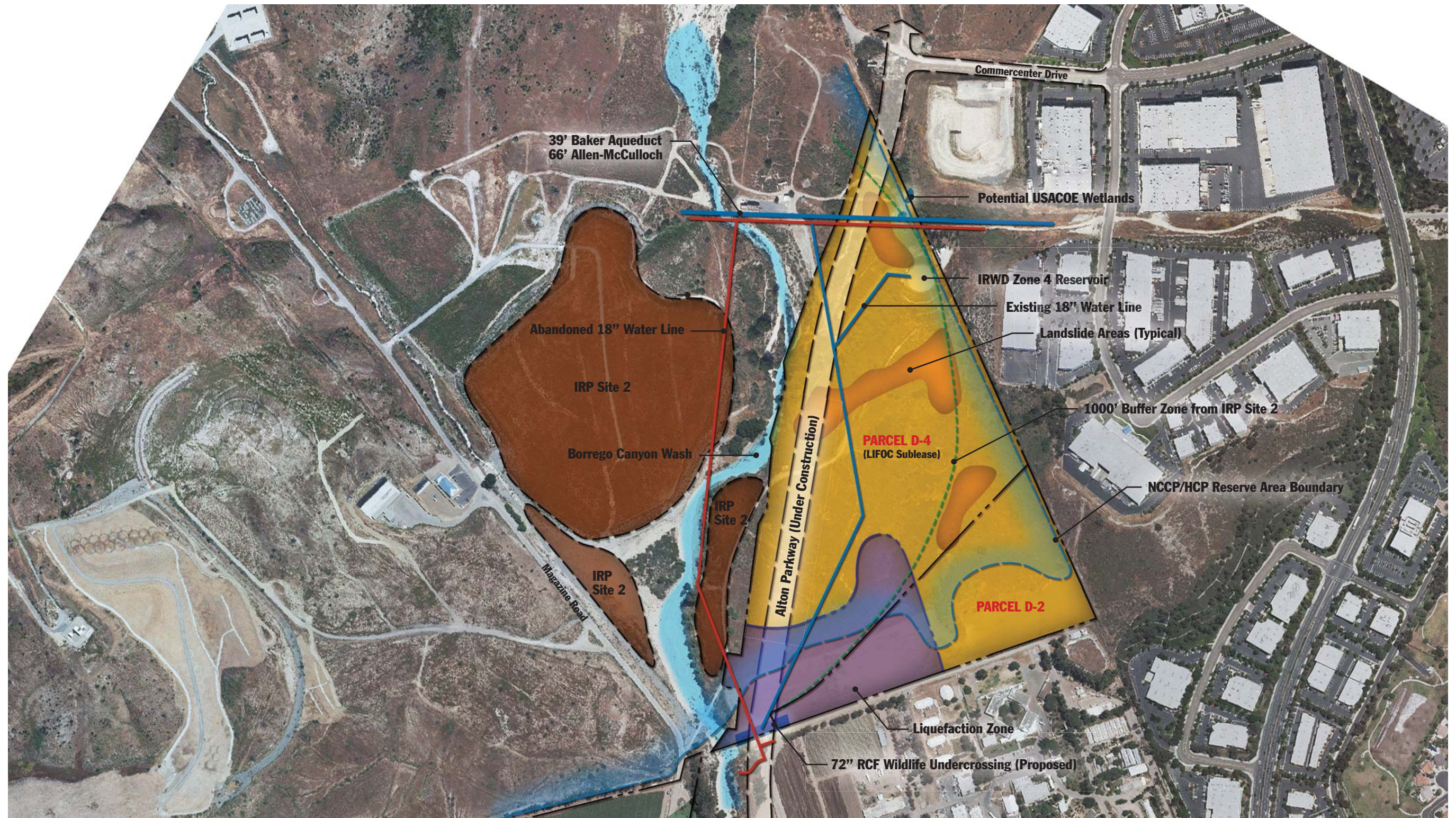
KEY MAP

GENERAL NOTES
For discussion regarding sensitive species in general area, see biological summary attachment.

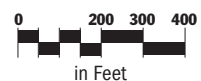


WESTERN ALTON PARCELS OPPORTUNITIES AND CONSTRAINTS

ORANGE COUNTY PUBLIC WORKS
USMC EL TORO PARCELS
FIGURE 6



KEY MAP



EASTERN ALTON PARCELS OPPORTUNITIES AND CONSTRAINTS

ORANGE COUNTY PUBLIC WORKS
USMC EL TORO PARCELS
FIGURE 7