Docusign Envelope ID: 4873A045-B037-854D-8187-8786B7E38C57

CONTRACT MA-080-26011592
FOR
CONSTRUCTION PHASE SERVICES

This Contract is made and entered into the _____ day of _____, 20____, by and between the County of Orange ("County") an ***Bernards Bros., Inc.,*** ("CMARE") with County and CMARE sometimes individually referred to as "Party", or collectively referred to as "Parties".

County and CMARE agree as follows:

1. CONTRACT DOCUMENTS

Contract Documents, which together comprise the complete Contract between County and CMARE, consist of the following: County approved Guaranteed Maximum Price (GMP) package(s), as approved by the Director of OC Public Works ("OC Public Works" or "OCPW") or designee; this Contract; the General Conditions; Supplementary General Conditions; Addenda and Bulletins; Attachments; Appendices; Plans; and Specifications mentioned in any Contract Documents; and all modifications and amendments to the foregoing issued after the date of execution of the Contract, including Amendments and Change Orders. The Contract Documents also include a Faithful Performance Bond and the Labor and Material Payment Bond corresponding with each GMP. The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

2. SCOPE OF WORK

CMARE shall perform all work as required by, and in strict accordance with, the Contract Documents (the "Project"), which consists in general of the Coordinated Re-Entry Center (CRC) previously known as Adult Re-Entry Center (ARC).

3. CONTRACT PRICE, CONTINGENCY AND CONTRACT TIME

3.1 CONTRACT PRICE

As shown in Attachment A, attached hereto and incorporated herein by reference, the Total Contract Price shall be the summation of the Guaranteed Maximum Price, Contingencies, and Furniture, Fixtures and Equipment (FF&E) in the not to exceed amount of **Twenty-Seven Million, Three Hundred Seventy-Three Thousand, Nine Hundred Four** Dollars **($27,373,904.00)** as it may be adjusted pursuant to the "CHANGES" section of the General Conditions, and in accordance with the "PAYMENTS" section of the General Conditions.

3.2 CONTINGENCY

3.2.1 "CMARE's Contingency" means a fund to cover cost growth during the Project used at the discretion of the CMARE usually for costs that result from Project circumstances.

The amount of the CMARE's Contingency will be **Six Hundred Fifty-Six Thousand, Six Hundred Thirty-Eight Dollars ($656,638.00).** Use and management of the CMARE's Contingency during the construction phase is as presented in the Pre-Construction Contract, as reproduced in part below for reference.

CMARE's Contingency is an amount the CMARE shall use under the following conditions:

(1) With written approval of the County for increases in the Cost of the Work which are not the County's responsibility, or

(2) With written approval of the County for increases in General Condition Costs, or

(3) Any CMARE's Contingency not utilized shall be split 50/50 between the CMARE and the County after Project completion.

Markups (as established in the Pre-Construction Contract) will be applied by the CMARE at the time that the CMARE submits a request for use of the CMARE's Contingency to the County for approval. The County will not reasonably withhold approval of use of CMARE's Contingency under condition (1) above.

3.2.2 "County's Contingency" means a fund to be used at the discretion of the County to cover any increases in Project costs that result from County directed changes or unforeseen site conditions. County's Contingency will be added to the GMP amount provided by the CMARE, the sum of which will be the full contract price for construction. Markups for Construction Fee and taxes will be applied by the CMARE at the time that County's Contingency is used. Any County's Contingency not utilized shall revert to the County after Project completion.

The amount of the County's Contingency will be **One Million, Three Hundred Thousand Dollars ($1,300,000).** The County, at their sole discretion, can reduce the County's Contingency amount at any time.

3.3 CONTRACT TIME

Within 10 calendar days of the County's execution of the Contract, CMARE shall submit to County for its review of bonds (as detailed below); proof of insurance; and initial job Construction Schedule. If County rejects the submitted documents, CMARE will have 5 additional calendar days to resubmit. If CMARE fails to submit documents within the required time(s), the Contract Time (as defined below) will be reduced by the number of days which exceed the time for submittal. If CMARE fails to submit acceptable documents by the second submission, County may, at its sole discretion, reduce the Contract Time by the number of days between County's rejection of the second submission and County's approval of the documents.

Upon County's approval of the bonds, insurance, and initial job Construction Schedule, County will deliver to CMARE a signed copy of the Contract and a Notice to Proceed with the work. CMARE shall not commence construction until County issues the Notice to Proceed. CMARE shall complete all work required by the Contract Documents within **595** calendar days of the effective date of the Notice to Proceed ("Contract Time"). The Contract Time includes 14 ***calendar days*** of anticipated weather days necessitating stoppage of work, and a time extension due to rain or other adverse weather conditions will only be granted in accordance with the "DELAYS DUE TO WEATHER AND FORCE MAJEURE" Section of the General Conditions.

The County and A-E will not be responsible for the failure of the CMARE to plan, schedule, and execute the work in accordance with the approved schedule or the failure of the CMARE to meet the Contract completion dates or the failure of the CMARE to schedule and coordinate the work of his own trades and subcontractors or to coordinate with others separate Contractors.

3.4 FURNITURE, FIXTURES & EQUIPMENT (FF&E)

The FF&E fund included as part of the Total Contract Price is a fund used at the discretion of the County for the cost of procurement (which includes cost, design, selection, installation and asset management) of all FF&E that is movable and not permanently fixed to a floor, wall and/or ceiling and is not included as part of the GMP. These FF&E items may be procured by the County in whatever manner it chooses. All other FF&E is included under the GMP.

The cost of procurement of FF&E not included in the GMP may be ordered by the County as follows:

a. The County may issue to the CMARE a written acceptance of specific fixed or moveable FF&E items from the listing of all fixed and moveable FF&E items developed by CMARE during design.
b. The County's issuance of such written acceptance shall be deemed a Change Order Request in accordance with Article 14 of the Contract.
c. Upon receipt of the County's written acceptance of specific FF&E items, CMARE shall submit a separate invoice referencing funding source **15D-036-15D-PM18-4200**.
d. CMARE's separate invoice, together with vendor backup, shall be deemed CMARE's proposal for change in Contract Price in accordance with Article 14 of the Contract.
e. If County accepts CMARE's proposal, County shall approve and incorporate it into a Change Order.

4. BONDS

Within 10 calendar days after award of each Contract GMP, the CMARE shall furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100% of the GMP Contract Price, issued by a surety in accordance with the requirements of the General Conditions of the Contract. The bonds shall be in the form of the models included in the Request for Proposal documents and must be approved by County's Risk Manager and County Counsel. The successful CMARE shall submit the bonds in duplicate, all of which shall bear original signatures. The signature of the surety representative must be notarized.

5. LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, CMARE agrees to forfeit and pay to County the sum of $1,000 per day ("Liquidated Damages") for each calendar day that completion of all the work required by the Contract Documents is delayed beyond the Contract Time, or specified portion of work if designated in a GMP, as may be adjusted by Change Order. County may deduct such sum from any payments due to or to become due to CMARE.

If the Liquidated Damages exceed the unpaid balance of the Contract Price otherwise owed to CMARE, then CMARE shall immediately pay County the difference.

6. RESERVED

7. EMPLOYEE ELIGIBILITY VERIFICATION

CMARE hereby certifies that it complies with all applicable laws and regulations regarding the eligibility of its employees to work in the United States, and that all of its employees performing work under this Contract meet all citizenship or immigration status requirements to do so. CMARE shall obtain all documentation necessary to verify the employment eligibility status of covered employees as described by U.S. Citizenship and Immigration Services Form I-9. CMARE shall retain such documentation for the period prescribed by law. CMARE shall indemnify, defend with

counsel approved in writing by County, and hold harmless the County, its agents, officers, and employees from any sanctions or liability that may be assessed in connection with any alleged violation of federal or State laws or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8. SECURING WORKERS' COMPENSATION INSURANCE CERTIFICATION

CMARE, by executing this Contract, hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

9. PARTIES' REPRESENTATIVES
9.1 COUNTY'S REPRESENTATIVES

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.

CMARE:
Name: Bernards Bros., Inc.
Address: 2569 McCabe Way, Suite 100
City: Irvine, CA 92614
Attn: Sam Laham
Phone: 949-933-4608
E-mail: slaham@bernards.com

County:
County of Orange, OC Public Works
Name: Richard De Jong
Address: 601 N. Ross Street. 4th floor
City: Santa Ana, CA 92701
Phone: 714-667-4966
E-mail: Richard.dejong@ocpw.ocgov.com

County of Orange, OC Public Works
Name: Scott A. Dessort
Address: 601 N. Ross Street. 4th floor
City: Santa Ana, CA 92701
Phone: 714-679-0840
E-mail: Scott.Dessort@pw.oc.gov

cc:
OC Public Works Procurement Services
Attn: David Ro, DPA
Address: 601 N. Ross Street, 4th Floor
Santa Ana, CA 92701
Phone: 714-667-9779
Email: david.ro@pw.oc.gov

9.1.1 OC Public Works. The Project is under the general direction of County's Board of Supervisors. The Board of Supervisors authorizes OC Public Works to be County's representative in connection with the Project.

9.1.2 County's Project Manager. Director will designate in writing the person who will act ex-officio as County's representative during construction of the Project. Unless otherwise expressly stated in the Contract Documents, County's designated representative will issue and receive all written communications on behalf of County for the Project. The designated representative shall also coordinate any communications to or from County's Architect-Engineer ("A-E") in connection with the Project. The Project Manager shall manage the routine responsibilities of County, but is not authorized to make decisions for County that materially affect this Contract or create additional legal liabilities for County.

County has the final decision in all matters affecting the work. County has the authority to enforce CMARE's compliance with the Contract Documents. County's decision is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress, or sequence of work; and interpretation of the Contract Documents. All labor, materials, tools, equipment furnished by CMARE and all work performed by CMARE shall be subject to the approval of County.

9.2 COUNTY

County has the final authority in all matters affecting the work. County has the authority to enforce CMARE's compliance with the Contract Documents. County's decision is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress, or sequence of work; and interpretation of the Contract Documents. All labor, materials, tools, equipment furnished by CMARE and all work performed by CMARE shall be subject to the approval of County.

9.2.1 The County and A-E shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and will not be responsible for the CMARE's failure to carry out the work in accordance with the Contract Documents.

9.2.2. The County will not be responsible for the acts or omissions of the CMARE, or any subcontractor, or any CMARE's or subcontractor's agents or employees, or any other persons performing any of the work.

9.3 CMARE'S REPRESENTATIVES

9.3.1 Representative and Alternate: Before starting work, CMARE shall designate in writing a representative who shall have complete authority to act for it. The representative shall be the same as proposed during original Request for Proposal selection process. CMARE may also designate an alternate representative (also as identified during original Request for Proposal selection process) with complete authority to act for it. County may rely on such representative or alternate as having the authority to execute Change Orders in any amount unless CMARE identifies to County in writing the officer(s) or employee(s) with such authority. Any order or communication given to this representative shall be deemed delivered to CMARE. In the absence of CMARE's representative, instructions or directions may be given by County to the project manager or superintendent. Such order shall be complied with promptly and referred to CMARE or its representative. CMARE's representative and alternate must be able to read, write, and speak English fluently.

9.3.2 CMARE's Project Manager: CMARE shall provide the services of the project manager, as proposed during original Request for Proposal selection process. CMARE's project manager, if different than designated representative, shall represent CMARE in the absence of CMARE's designated representative or alternate, and all directions given to the project manager shall be binding as if given to CMARE. County may require CMARE to replace the project manager whose conduct or performance is unsatisfactory. CMARE shall not change its project manager without County's consent unless the project manager is unsatisfactory to CMARE or ceases to be in CMARE's employ. If CMARE's project manager leaves the Project, CMARE shall replace him or her within 24 hours (unless additional time is agreed upon by County) with a new, well-qualified project manager acceptable to County.

9.3.3 Superintendent(s): CMARE shall provide the services of the superintendent(s) as proposed during original Request for Proposal selection process. A superintendent shall be present at the work site whenever work is in progress including whenever weather conditions necessitate its presence to take measures necessary to protect the work, persons, or property. CMARE's superintendent shall represent CMARE in the absence of CMARE's designated representative, alternate or project manager, and all directions given to the superintendent(s) shall be binding as if given to CMARE. The superintendent must read, write, and speak English fluently. County may require CMARE to replace a superintendent whose conduct or performance is unsatisfactory. CMARE shall not change its superintendent without County's consent unless the superintendent is unsatisfactory to CMARE or ceases to be in CMARE's employ. If CMARE's superintendent leaves the Project, CMARE shall replace him or her within 24 hours (unless additional time is agreed upon by County) with a new, well-qualified superintendent acceptable to County.

9.3.4 Emergency Contacts: CMARE shall provide County with a list of names and telephone numbers at which CMARE's representative, alternate, superintendent, and other key personnel can be reached during non-working hours in the case of an emergency.

10. GOVERNING LAW AND VENUE – CODE OF CIVIL PROCEDURE SECTION 394

This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

The parties specifically agree that by soliciting and entering into and performing services under this Contract, the CMARE shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all work under this Contract is completed and continuing until the expiration of any applicable limitations period. Furthermore, the parties have specifically agreed, as part of the consideration given and received for entering this Contract, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394.

11. SIGNATURE REQUIREMENTS

The Contract must be signed by officer(s) authorized to bind CMARE. If documentation demonstrating express authority is not provided, then the Contract must be signed by those officers with apparent authority to bind CMARE. If CMARE is a corporation, such signatures must comply with Corporations Code Section 313, as follows:

1) One signature by the chairman of the board, the president, or any vice president; and

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2) One signature by the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.

12. ENTIRE CONTRACT

The Contract Documents represent the entire and integrated Contract between County and CMARE and supersede all prior representations, statements, or Contracts concerning the subject matter of this Contract, whether verbal or written.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 4873A045-B037-854D-8187-8786B7E38C57

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

BERNARDS BROS., INC.
a California Corporation

Date: 9/8/2026 | 4:16 PM PDT

By: Signed by: Sam Laham 87210D985ADD4D2...

Sam Laham, Senior Vice President
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: 9/9/2026 | 5:04 PM PDT

By: Signed by: Dimitri N. Sayegh 87210D985ADD4D2...

Dimitri N. Sayegh, CFO
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.)

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

Date: _____

By: _____

Print Name: _____

Title: _____

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

By: Signed by: William Mule D914F6D80F0D4A5...

Date: 9/10/2026 | 7:55 AM PDT

GENERAL CONDITIONS

1. DEFINITIONS

As used in the Contract Documents, the following terms shall have the following definitions:

Term	Definition
"calendar day"	Each day shown on the calendar beginning at 12:00 Midnight, including Saturdays, Sundays and Holidays.
"day"	Unless otherwise specified within the Contract Documents, all references to any "day" or number of "days" shall mean consecutive calendar days (including all holidays and weekends).
"working day"	Monday through Friday, except: Saturday, Sunday or any day designated as a holiday the County.
Abbreviations	The language of specifications and other Contract Documents is of the abbreviated type in certain instances, and implies words and meanings appropriately interpreted. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the Contract so indicates.
Accepted Project Schedule	CMARE's Project progress schedule after it has been accepted by County and designated as the Accepted Project Schedule and updated by each accepted monthly Schedule Update. The CMARE's Project Schedule was initiated upon execution of the Pre-Construction Services Contract.
Amendment	A written instrument issued after execution of the Contract Documents signed by the County and CMARE, stating their Contract upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount; the extent of the adjustment to the Contract Time; or modifications of other Contract terms.
Application for Payment	CMARE's periodic or one-time claim for payment based on work completed.
Approve	Where used in conjunction with the Architect or Engineer's response to submittals, requests, applications, inquiries, reports and claims by the CMARE, the meaning of the term "approved" will be held to limitations of the Architect or Engineer's responsibilities and duties as specified in General Conditions. In no case, will "approved" by the Architect or Engineer be interpreted as a release of the CMARE from responsibilities to fulfill requirements of the Contract, nor as any modification to those requirements.
Architect-Engineer (A-E)	County's Architect or Engineer of Record for the Project, whether County's own employee or a third-party individual or firm hired to provide A-E services.
Board of Supervisors	County's governing body.
Bulletin	Written or graphic instrument issued prior to the opening of Bids which clarifies or answers general questions about the Contract Documents.
CCR	California Code of Regulations.
Change Order	A modification of the Contract as provided by the "Changes" Section of the General Conditions.

Term	Definition
Change Order Request	County's request for CMARE to provide a proposal and price/time quote for County's desired Change Order, or County's description of work to be performed pursuant to CMARE's Request for Change.
Changed Conditions	Site conditions or materials of an unexpected nature or differing from those represented in the Contract Documents as provided by the "Changes" Section of the General Conditions.
Code Sections	Except where otherwise specified, all statutory references (e.g. "Labor Code" or "Public Contract Code") shall mean those laws enacted by the State of California, as they may be amended.
Construction Fee	CMARE's administrative costs, home office overhead, and profit, CMARE's General Administration & Overhead Fee (administrative costs, home office overhead and additional indirect costs) and Profit, whether at the CMARE's principal or branch offices. The CMARE's Project Manager, Project Engineer, Superintendent and Safety Officer shall be included as indirect project costs with the appropriate utilization rates. All other indirect labor shall be included in the general administration and overhead portion of the construction fee.
Construction Schedule	CMARE's initial construction schedule after it has been accepted by County and designated as the Project Construction Schedule and updated by each monthly schedule update.
Contract	The complete Contract between County and CMARE covering the Project, as represented by the Contract Documents.
Contract Documents	Documents comprising the complete Contract between County and CMARE as enumerated in the "Contract Documents" Section of the Contract.
Contract Price	The total dollar amount of the Contract identified in the "Contract Price and Time" Section of the Contract as it may be adjusted in accordance with the "Changes" Section of the General Conditions.
Contract Time	The number of calendar days specified in the "Contract Price and Time" Section of the Contract that CMARE has to complete the work after the issuance of a Notice to Proceed, as it may be adjusted in accordance with the "Changes" Section of the General Conditions.
Construction Manager At-Risk Entity (CMARE)	The Respondent ("Party") awarded the Contract by County.
County	The County of Orange, a political subdivision of the State of California, and its representatives, alternate designation, County, a body corporate and public.
Defective Work	CMARE's performance that does not conform to the requirements of the Contract Documents, industry standards, manufacturers' recommendations, or requirements of the "Quality of Materials and Workmanship" Section of the General Conditions.
Director	Except where otherwise provided, references to "Director" shall mean the Director of OC Public Works or his or her designee.
Directed, Requested, etc.:	Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean "directed by A-E," "requested by A-E," "requested by A-E," and similar phrases. However, no such implied meaning will be interpreted to extend A-E's responsibility into the CMARE's area of construction responsibility.

Term	Definition
Dust Control Plan	CMARE's plan for compliance with County's Fugitive Dust Emission Control Plan in conformance with the SCAQMD Rule 403 (See the "Performance" Section of the General Conditions.)
Emergency/Contingency Plan	CMARE's provisions for handling spills of hazardous, liquid, or nuisance materials prepared in accordance with the "Hazardous or Contaminated Materials" subsection of the "Performance" Section of the General Conditions.
Engineer or Architect of Record	The California-registered architect or engineer in responsible charge for the design of the Project and whose seal appears on the Plans and Special Provisions.
Final Payment	The last and complete payment by County to CMARE under the Contract as provided by the "Payments" Section of the General Conditions.
General Conditions	The portion of the Contract Documents setting forth various conditions and requirements of the Contract.
GMP	Guaranteed Maximum Price
GMP Item	An item of work or task listed in the GMP Schedule including the description, quantity (where applicable), and unit cost.
GMP Item, Deletable	A GMP Item that is considered part of the GMP but which may or may not be deleted from the Contract Price at any time prior to completion of the work.
GMP Item, Specialty	A GMP Item that is considered part of the GMP but not considered part of the CMARE's obligation to perform at least 25 percent (25%) of the work.
GMP Proposal	A GMP Proposal is an offer made by the CMARE to the County in accordance with the Instruction to Respondents.
GMP Schedule	The detailed list of items of work with associated quantities, prices, and type of cost, submitted with each GMP.
Liquidated Damages	Damages specified in the "LIQUIDATED DAMAGES" Section of the Contract, payable to County for CMARE's failure to complete the work within the Contract Time.
Lump Sum (LS)	"Lump Sum", "L.S." or "Job" prices are paid according to a flat total for all labor, materials, overhead, and other costs associated with the work item (see the PAYMENTS" section of the General Conditions).
Manifests	Required documents that identify the generator, transporter, disposal facility and type of hazardous material(s). Manifests include, but are not limited to: documents entitled Uniform Hazardous Waste Manifest(s), Bills of lading, or similar documentation concerning the handling, transportation, and disposal of materials (See the "Hazardous Or Contaminated Materials" subsection of the "Performance" Section of the General Conditions.)
Notice of Completion	The document recorded by County in accordance with Civil Code Section 8182 after completion of the work.
Notice of Termination	County's notice to CMARE specifying the effective date of a termination of the Contract (in whole or in part), as provided by the "Termination for Convenience of County" Section of the General Conditions.
OCPW	Orange County Public Works, A County of Orange Agency/Department

Term	Definition
Party / Parties	The County and/or CMARE.
Plans	The drawings, profiles, cross sections, standard plans, working drawings, and shop drawings, or reproductions thereof, approved by County, which show the location, character, dimensions, or details of the Project.
Project	All work performed by CMARE as required by, and in strict accordance with, the Contract Documents.
Project Manager (PM)	The County OR CMARE representative identified in the Contract Documents or otherwise specified by County or CMARE in writing.
Promptly	One (1) week beginning with the County's notice to the CMARE to acknowledge and initiate action(s).
Reference Specifications	Those bulletins, standards, rules, methods of analysis or testing, codes, and specifications of other agencies, engineering societies or industrial association referred to in the Contract Documents. These shall refer to the latest edition, including amendments in effect and published at the time of advertising the Contract or issuing the permit, unless specifically referred to by edition, volume or date.
Retention	The amount of progress payments withheld by County as security for CMARE's complete and proper performance of the Contract as provided by the "Payments" Section of the General Conditions.
Retention Payment	Payment of the Retention in accordance with Public Contract Code 7107 and the "Retention Payment" Section of the General Conditions.
Request for Change	CMARE's request that County issue a Change Order.
Schedule of Values	Detailed breakdown by discipline or unit prices and costs as defined for the project in the Schedule of Values in the Construction Contract and its General Conditions, as attached hereto.
Schedule Update(s)	CMARE's monthly update of work progress. (See the "Project Schedules" and "Payments" Sections of the General Conditions.)
Special Provisions	The portion of the Contract Documents describing the specific requirements of the Project, which may include additions and revisions to the Standard Specifications setting forth conditions and requirements peculiar to the Project.
Standard Plans	Details of standard structures, devices, or instructions referred to on the Plans or in the Special Provisions by title or number.
Standard Specifications	The Standard Specifications for Public Works Construction (SSPWC), known as the "Greenbook," 2015 Edition, Parts 2 through 5, including any supplements effective as of the time of Bid opening.
Subcontractor(s)	Those contractors independently engaged by CMARE to perform portions of the work.
Submittals	Items that the Contract Documents require CMARE to submit to County after award of the Contract and issuance of the Notice to Proceed, as provided by the "Submittals" Section of the General Conditions.
Substantially Complete	The point in a construction project in which the contemplated premises have been completed to the point where the owner can move in and use the premises for their intended purposes. Issuance of a Certificate of Occupancy by all Authorities having jurisdiction is required for the project to be deemed Substantially Complete.

Term	Definition
Supplementary General Conditions	The portion of the Contract Documents identified describing additions and revisions to the General Conditions setting forth conditions and requirements peculiar to the Project.
Traffic Control Plan (TCP)	CMARE's provisions for coordination of its traffic at the Project site. (See the "Performance" Section of the General Conditions.)
Unilateral Change Order	A Change Order issued by the County where County and CMARE cannot reach an agreement on a proposed modification to the Contract.

2. A-E STATUS

Unless otherwise expressly stated in the Contract between CMARE and the County, the A-E is responsible to the County for the preparation of adequate drawings, specifications, and reports within the scope of the A-E's contract. A-E services normally include checking of shop drawings, equipment submittals and material lists; recommendations to the County regarding proposed substitutions; furnishing consultation and advice to the County to clarify the intent of the drawings and specifications and on questions that may arise during construction. A-E shall have access to observe work at all times wherever it is in preparation or progress. A-E does not have the authority to act for the County or to stop work. Should the A-E observe work which in A-E's judgement, should be stopped to prevent damage, injury, loss, or error, A-E should notify the CMARE and the County's representative without delay.

3. COMPLIANCE WITH LAWS AND REGULATIONS

CMARE shall strictly adhere to and obey all applicable laws, statutes, codes, ordinances, rules, regulations, tariffs, and orders of any local, State, or federal governmental or regulatory County having jurisdiction over the Project.

4. CONTRACTOR'S LICENSE

The contractor's license classification for this Contract is a **Class- B** license issued by the State of California, Contractor's State License Board. At all times during the term of this Contract, CMARE shall: (a) maintain in good standing all licenses required by the State of California or any other governmental entity for it to perform the work required under the Contract; and (b) comply in all respects with the California Contractors' State License Law, Business & Professions Code Section 7000, et seq.

4.1 LICENSED SUBCONTRACTOR

Each Subcontractor selected for the work shall be licensed in the State of California in the Subcontractor's particular field.

4.2 COMMUNICATIONS

Communications with Subcontractors shall be made through CMARE except when in emergency situations CMARE is not readily available, in which case detailed instructions shall be transmitted to Subcontractors directly.

4.3 RESPONSIBILITY

CMARE shall give personal attention to the fulfillment of the work and shall keep the work under its control. CMARE shall be equally responsible for all work required by the Contract Documents

and the acts and omissions of Subcontractors and all persons directly or indirectly employed by them as CMARE is for CMARE's acts and omissions and of persons directly or indirectly employed by CMARE. CMARE shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor were the CMARE's employee. CMARE shall pay each Subcontractor promptly the amount allowed CMARE on account of such Subcontractor's work to the extent of such Subcontractor's interest therein.

4.4 CONTRACTUAL RELATIONS

Nothing contained in this Contract shall create any contractual relations between County and any Subcontractor.

4.5 LISTING AND SUBSTITUTION OF SUBCONTRACTORS

CMARE shall comply with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Sections 4100 et seq. CMARE may not substitute a person or entity in place of any subcontractor listed in the GMP except with County's written approval in compliance with the provisions of Public Contract Code Sections 4107 et seq.

5. INTERPRETATION OF CONTRACT DOCUMENTS

5.1 PLANS AND SPECIFICATIONS

5.1.1 Checking: CMARE shall review all Contract Documents immediately upon receiving them and shall promptly notify County of any discrepancies. CMARE shall notify County about the absence of a specification or detail, and such absence shall not excuse CMARE from following standard practices in the industry. Dimensions marked on drawings shall in general be followed in preference to scale measurements. Larger-scale, more detailed drawings shall in general govern over smaller-scale, less detailed drawings. Architectural and engineering schedules shall take precedence over other portions of the Plans. CMARE shall compare all Plans and verify the dimensions before laying out the work and will be responsible for any errors that might have been avoided by doing so. If measurements are affected by site conditions, CMARE shall take new measurements for which CMARE bears full responsibility, and which shall be treated as if represented in the Plans and Special Provisions.

5.1.2 Omissions and Mistakes: CMARE shall call to County's attention as soon as identified any omissions in the Contract Documents or mistakes in details of work that are necessary to carry out the intent of the Contract Documents or that are customarily performed. County shall promptly notify CMARE in writing of the correction. If warranted, County shall issue a Change Order in accordance with the "Changes" Section of these General Conditions. If CMARE makes any adjustment to the work without first receiving the County's written correction, such adjustment shall be at CMARE's own risk and expense.

5.1.3 Conflicting Information: In case of conflicting information in the Contract Documents, CMARE shall bid the most expensive alternative.

5.1.4 Documents at the Site: CMARE shall keep available at the site for ready reference a complete set of the Contract Documents. CMARE also shall maintain a complete set of approved shop drawings, manufacturers' recommendations and instructions, and copies of all Project correspondence at the site. CMARE shall provide County with a set of manufacturers' recommendations and instructions.

5.1.5 "As-Built" Plans at the Site: CMARE shall maintain at the site a complete "As-Built" set of Plans for the Project. CMARE shall update the As-Built Plans each day. CMARE shall make As-Built Plans available to County immediately upon request. Any delay by CMARE in providing County with access to properly updated As-Built Plans may result in a commensurate delay in County's processing of progress payment applications. Prior to final payment, CMARE shall deliver a complete set of the As-Built Plans to County in a format acceptable to County and suitable for use in preparing a reproducible set of record drawings for the Project.

5.1.6 Deviations: CMARE shall not deviate from the Plans and the dimensions shown therein, whether or not CMARE believes an error exists, without first obtaining County's written permission for the deviation.

5.2 PRECEDENCE OF CONTRACT DOCUMENTS

If there is a conflict among Contract Documents, the document highest in precedence shall control.

The precedence shall be:

1. Permits and applicable regulations as may be provided by law or that govern the site;
2. Amendments and Change Orders;
3. Contract;
4. Addenda and Bulletins;
5. Supplementary General Conditions;
6. General Conditions;
7. Plans;
8. Specifications; and
9. Attachments and Appendices.

6 PRE-CONSTRUCTION

6.1 CONTRACTOR'S PRE-CONSTRUCTION OBLIGATIONS

Prior to beginning construction and again before starting a section of work, CMARE and each subcontractor shall carefully examine all preparatory work that has been executed to receive the work. CMARE shall check carefully, by whatever means are required, to ensure that the work and adjacent, related work, will finish to proper contours, planes, and levels. CMARE shall promptly notify the County of any defects or imperfections in preparatory work which will in any way, affect satisfactory completion of his work. Absence of such notification will be construed as an acceptance of preparatory work, and later claims of defects or delays therein will not be recognized. Under no condition shall a section of work proceed prior to preparatory work having been completed, cured, dried, and otherwise made satisfactory to receive such related work. Responsibility for timely installation of all materials rests solely with the CMARE, who shall maintain coordination control at all times. CMARE's or each Subcontractor's commencement of the work of its trade will be interpreted as CMARE's acceptance of existing conditions over which the new work must be placed, installed, or otherwise performed.

7 BONDS, INDEMNITY, AND INSURANCE

7.1 BONDS

7.1.1 Payment and Performance Bonds

Within 10 days after award of the Contract, CMARE shall furnish a payment bond for 100% of the amount of the Contract, in accordance with Civil Code Section 9554, and a performance bond for 100% of the amount of the Contract, guaranteeing the faithful performance of the Contract. CMARE shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price as a result of Change Orders.

The payment and performance bonds must each be issued by a surety that: (i) is authorized by the California Insurance Commissioner to transact surety insurance in the State of California; (ii) has assets exceeding its liabilities in an amount equal to or in excess of the amount of the bonds; and (iii) acts in compliance with Insurance Code Section 12090.

The payment and performance bonds shall be in the form provided with the Instructions to Bidders and are subject to approval by the County.

7.1.2 County's Right to Replace Surety

If any surety upon any bond furnished in connection with this Contract becomes objectionable to County and fails to submit to County the documents described in California Code of Civil Procedure Sections 995.660(a)(1) through (a)(4) within the time specified in those Sections, then CMARE shall promptly furnish such additional security as may be required by County to protect the interests of County and of persons entitled to make a claim against the payment bond. Failure to furnish such additional security shall constitute a material breach of the Contract.

7.2 INDEMNIFICATION

To the maximum extent allowable by law, CMARE agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any loss, injury, liability claims, demands, costs and expenses whether incurred by or made against County or County Indemnitees of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CMARE pursuant to this Contract. This indemnity applies even in the event of County Indemnitees' concurrent fault, except that nothing in this indemnification provision shall be construed to require CMARE to indemnify County Indemnitees for losses caused by County Indemnitees' active negligence, sole negligence, willful misconduct, or defects in design furnished by them.

CMARE's indemnity obligation set forth above shall include but not be limited to all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (1) failure of CMARE to comply with its obligations under the Contract Documents, (2) injury or death of any person or damage to property resulting from the construction of the work or by or in consequence of any negligence in protecting the work; (3) use of materials or other things used or employed in the construction that are not in conformance with the Contract Documents; and (4) any negligent or intentional act or omission by CMARE and any of its respective officers, employees, agents, subcontractors, suppliers, and representatives during the progress of the work or at any time before its completion and final acceptance.

If judgment is entered against CMARE and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, CMARE and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

7.3 INSURANCE

The County shall secure and maintain Builder's Risk insurance upon the entire Work for new construction amounting to 100 percent of the insurable value of that Work. The Builder's Risk policy shall be written as an All Risk policy, with the exclusion of earthquake and flood risks. The Contractor and sub-contractors shall be included as additional insureds for the Builders' Risk exposures under the County's policy.

The Builder's Risk policy shall not be required to cover any tools, equipment, or supplies, unless such tools, equipment, or supplies are part of the Work being constructed. CMARE shall be responsible for securing and maintaining appropriate insurance on any tools, equipment, or supplies that are not part of the Work being constructed.
CMARE is responsible for the entire deductible amount for all Builder's Risk claims against the County's Builder's Risk policy. The deductible applies per claim, and the deductible shall not exceed $50,000.00 per claim. Any loss claim under this insurance is to be coordinated with County.

CMARE and the Contractor waive all rights against each other and the subcontractors, sub-subcontractors, officers, and employees of each other, and CMARE waives all rights against County's separate contractors, if any, and their subcontractors, sub-subcontractors, officers, and employees for damages caused by fire or other perils to the extent paid by the Builder's Risk insurance, except such rights as they may have to the proceeds of such insurance. CMARE shall require of its subcontractors and sub-subcontractors by appropriate contracts, similar waivers, each in favor of all other parties enumerated in the preceding sentence.

Prior to the provision of services under this Contract, the CMARE agrees to carry all required insurance at CMARE's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. CMARE agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract. The County reserves the right to request the declarations page showing all endorsements and a complete certified copy of the policy.
CMARE shall ensure that all subcontractors performing work on behalf of CMARE pursuant to this Contract shall be covered under CMARE's insurance as an Additional Insured or carry insurance subject to the same terms and conditions as set forth herein for CMARE. CMARE shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from CMARE under this Contract. It is the obligation of CMARE to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CMARE through the entirety of this Contract for inspection by County representative(s) at any reasonable time.
All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from CMARE. If CMARE is self-insured, CMARE will indemnify the County for any and all claims resulting or arising from CMARE's services in accordance with the indemnity provision stated in this Contract.
Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the CMARE and Additional Insureds.

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

7.3.1 Qualified Insurer

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

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

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

7.3.2 Minimum Policy Limits and Coverage

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

Coverage	Minimum Limit(s)
Commercial General Liability Including Products - Completed Operations	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	$1,000,000 combined single limit
Workers' Compensation Employers' Liability Insurance	Statutory $1,000,000 per occurrence
Contractor's Pollution Liability	$2,000,000 per occurrence or claims made $4,000,000 aggregate

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

Coverage	Minimum Limit(s)
Commercial General Liability Including Products - Completed Operations	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Pollution Liability	$1,000,000.00 per claims-made, or occurrence
Contractor's Pollution Liability (optional required when coverage when hazardous materials involved.	$2,000,000 per occurrence $2,000,00 aggregate
Workers' Compensation Employers' Liability Insurance	Statutory $1,000,000 per occurrence
Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies must provide Follow Form coverage.	

7.3.3 Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The Commercial General Liability policy shall not exclude coverage for Explosion, Collapse, or Underground Hazard (XCU).

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage at least as broad.

7.3.4 Required Endorsements

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

   a. An Additional Insured endorsement using ISO form CG 20 10 04 13 or CG 20 33 04 13, or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage which shall state As Required by Written Contract.

   b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CMARE's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

   c. A Products and and Completed Operations endorsement using ISO Form CG 20 37 04 13, or a form at least as broad.

2. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents or provide blanket coverage which shall state As Required by Written Contract when acting within the scope of their appointment or employment.

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

   a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds or provide blanket coverage which shall state As Required by Written Contract.

   b. A primary non-contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

4. The Contractor's Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

   a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage which shall state As Required by Written Contract.

   b. A primary non-contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

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

or work performed by, or behalf of CMARE, including the transportation of hazardous waste, hazardous materials, or contaminants.

6. If the Pollution Liability and/or Contractor's Pollution Liability policy is a claims-made policy, CMARE shall agree to the following:

    a. The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.

    b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

    c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, CMARE must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

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

8. CMARE shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

9. The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

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

11. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

13. County shall notify CMARE in writing of changes in the insurance requirements. If CMARE does not provide copies of acceptable certificates of insurance and endorsements to County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to CMARE, and County shall be entitled to all legal remedies.

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

7.4 RESPONSIBILITY FOR DAMAGES OR INJURY

7.4.1 County and its officers and employees shall not be liable in any manner for any loss or damage to any portion of the work, any loss or damage to any of the materials or equipment used in the work, or any injury to any person or property by any cause that might reasonably have been prevented by CMARE, its employees, or its Subcontractors. CMARE shall indemnify and defend County against any claims or liability under this Section pursuant to the "Indemnification Provisions" Section of these General Conditions.

7.4.2 CMARE shall remove and dispose of any waste materials, including soils or other materials that become contaminated directly or indirectly as a result of CMARE's performance under this Contract, according to the "Hazardous or Contaminated Materials" Section of the General Conditions.

7.4.3 Payment of any penalties, fines, or other liability assessed to County by regulatory agencies due to CMARE's or any Subcontractor's action or inaction in performing the work shall be CMARE's sole responsibility.

7.4.4 CMARE shall pay any assessments or damages covered by this Section directly, or, at County's discretion, County may pay or retain the amount of such assessments or damages and deduct its costs from payments owed or as they become due to CMARE.

8 SCHEDULES, SUBMITTALS, SUBSTITUTIONS, AND INSPECTIONS

8.1 PROJECT SCHEDULES

8.1.1 Construction Schedules: As part of GMP, CMARE shall submit to County for County's review an initial job progress schedule.

Once the Notice to Proceed is issued, the Construction Schedule shall be updated to reflect the Contract Time as defined in the Contract. Unless a specific software application is called for elsewhere in the Contract Documents, CMARE shall use Microsoft Project, SureTrak Project Manager, Primavera Project Planner, or other scheduling software acceptable to County to configure all versions of its job progress schedule. CMARE shall prepare the Construction Schedule using the Critical Path format. Schedule activities shall be of sufficient detail to assure that adequate planning has been done for proper execution of all of CMARE's work. The job progress schedule shall show the sequence, duration, and interdependence of activities required for the complete performance of all of CMARE's work.

CMARE shall include on the Construction Schedule the schedule for submittals, shop drawings, procurement, fabrication, and delivery for major materials and equipment required for the Project, and shall allow no less than 21 days for County's review of each such submittal. After CMARE's initial Construction Schedule is accepted by County, it will be designated as the "Accepted Construction Schedule". An Accepted Construction Schedule is a condition precedent to County's obligation to make the initial progress payment to CMARE.

8.1.2 Weekly Meetings and Look-Ahead Charts: CMARE shall participate in weekly meetings with County during which the parties shall exchange information regarding the actual progress of construction. County and CMARE shall attempt to agree upon quantities and percentages of completion that reflect the actual progress of construction. At each meeting CMARE shall submit 4 copies of a 2-week look-ahead chart. The 2-week look-ahead chart shall include only those activities that will be started, in progress, or completed during the next 2-week period. The format of the look-ahead chart shall be subject to County's approval.

8.1.3 Monthly Schedule Updates: Each month, CMARE shall submit to County for its review an update of the Accepted Construction Schedule. The monthly Schedule Update shall reflect agreed assessments of actual completion reached during weekly meetings. If County and CMARE cannot

agree, then CMARE shall use County's assessment of actual progress to prepare the Schedule Update. CMARE's monthly Schedule Update shall include: (a) a diagram showing the target versus actual dates for each activity; (b) an updated CPM report; and (c) a narrative report that includes, but is not limited to, a description of problems, current and anticipated delays and their causes, impacts of delays, and corrective actions that CMARE has taken or proposes to take to overcome problems and recover from delays. CMARE shall identify any events that will delay the completion of an interim milestone or the completion of the overall Project in the monthly Schedule Update. On County's acceptance of the monthly Schedule Update, it shall become the current Accepted Construction Schedule. Any request for an extension of the Contract Time must be based on the Accepted Construction Schedule. The submission of an acceptable monthly Schedule Update will be part of the basis of the progress payment and shall be a condition precedent to County's obligation to make such progress payment to CMARE.

8.1.4 Recovery Schedule: If any activity on the Critical Path is more than 7 days behind the Accepted Construction Schedule and it appears that CMARE may not complete all work within the Contract Time, then County may require CMARE to submit a recovery schedule demonstrating its proposed plan to make up all lost time and complete the Project within the Contract Time. CMARE shall submit its recovery schedule within 7 calendar days of County's request. If County finds the proposed recovery schedule unacceptable, it may require CMARE to submit a revised plan or to take actions that are, in County's judgment, necessary to recapture lost time, including but not limited to increasing: (a) manpower; (b) the number of working hours per day; (c) the shifts per working day; (d) the number of working days per week; (e) the amount of equipment; or (f) any combination of the foregoing. CMARE's entitlement to additional compensation, if any, will be determined in accordance with the provisions of the "Changes" Section of the General Conditions.

8.2 SCHEDULE OF VALUES

Within 14 calendar days of the issuance of the Notice to Proceed, CMARE shall submit a proposed Schedule of Values for County's review and approval. The Schedule of Values shall include sufficient detail and be supported by sufficient data as County, in its sole discretion, may deem necessary to substantiate its accuracy and to evaluate progress at any point in the Project. The Schedule of Values shall include the general categories noted in the GMP, subdivided into their various components for the costs of trade subcontractors' services, labor, and material based when possible upon actual subcontract, purchase order, or vendor prices. Subdivisions of work should be described by easily identifiable and measurable units.

The data from the Schedule of Values shall be transferred and correspond directly to the appropriate construction activities on Construction Schedule. County will accept the Schedule of Values with review of the Construction Schedule. The Schedule of Values along with the Construction Schedule will be the basis for CMARE's Progress Payment Request and therefore, must be reviewed by County before the first Progress Payment Request is submitted to County.

To substantiate the accuracy of the Schedule of Values, County and CMARE may review such supporting data as County may require which includes, but is not limited to, subcontractor contracts, material contracts, supply and services contracts, etc.

8.3 CONTRACTOR'S SUBMITTALS

8.3.1 General: Include within the Construction Schedule a schedule for submittals ("submittal schedule") in accordance with Contract Time and Contract Document requirements.

CMARE shall prepare and submit a progress schedule for himself, each sub-contractor and supplier, showing anticipated dates for submittals of construction data. Schedule shall allow for lead time required for subcontractors, material and equipment manufacturers, fabricators and

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suppliers, delivery of materials and equipment, in sufficient time for installation without delaying any portion of the work.

8.3.2 Time for submittals: Each submittal must be received by the A-E in time to permit at least 21calendar days for their review. If a submittal is not received in time to allow sufficient time, 21 calendar days for the A-E's review without delaying construction, the CMARE shall reimburse County for the A-E's costs incurred by checking on an accelerated basis.

8.3.3 A-E or County Responsibility: (1) The A-E's or County's responsibility for time consumed in review of construction data and any claim made by the CMARE (including Subcontractors and suppliers) that such time is excessive and has caused or will cause delay in completion of the work, will only be considered as starting from the time drawings, samples and other construction data are complete and correct in all respects and so submitted and signed as approved by CMARE. (2) Preliminary and incomplete or incorrect submittals of said drawings and samples shall not be considered as the beginning of the official approved time.

8.3.4 Omitted.

8.3.5 Construction Data: Obtain and review all construction data and such other data as required for the coordination of the work of the CMARE and each of his subcontractors, whether such submittals are requested.

8.3.6 Submittal Requirements: CMARE shall submit to County electronic copies of all initial submittals required by the Contract Documents, including but not limited to: shop drawings, working drawings, descriptions of materials and equipment to be supplied, samples, supporting information, and other submittals (collectively "Submittals") and 2 hard copies of each approved submittal. All submittals shall be provided at CMARE's expense. CMARE shall carefully review each Submittal before delivering it to County. CMARE shall provide a signed, dated transmittal letter with each Submittal certifying that the Submittal is correct and in strict conformance with the Contract Documents. CMARE shall allow no less than 21 days for County to review each Submittal. CMARE is expected to make a complete and acceptable Submittal by the second submission as to any item, and County reserves the right to withhold moneys otherwise due CMARE to cover additional costs of County's reviews beyond the second Submittal.

8.3.7 County's Review: When the Contract Documents require a Submittal, CMARE shall not furnish or fabricate any materials or equipment and shall not perform any work covered by the Submittal until County has reviewed and notified CMARE that County takes no exceptions to the Submittal. Any fabrication or other work performed in advance of receiving County's notice of no exceptions shall be entirely at CMARE's risk and expense. CMARE is responsible for the correctness of each Submittal. County's review of a Submittal shall not relieve CMARE from responsibility for any errors or omissions in the Submittal or from any performance requirements of the Contract Documents. In the transmittal letter that accompanies the Submittal, CMARE shall call to County's attention any deviations from the Contract Documents. CMARE shall furnish all materials and perform all work for which Submittals are required in accordance with the Submittals that County has reviewed and has taken no exception.

8.3.8 A-E's Review: Review of submittals is only to check for general conformance with the project design concept and general compliance with the Contract Documents. Responsibility will not be assumed by County or the A-E for any of the following:

(1) Correctness of dimensions, details, quantities, or procedures indicated on the submittals.
(2) Any violation indicated on shop drawings, or other construction data, of local, county, state or federal laws, rules, ordinances, or rules and regulations of commissions, boards or other authorities or public utilities having jurisdiction.
(3) Any deviation made from Contract Documents requirements, even with approval from the A-E and County, will not relieve the CMARE from any responsibility for errors or omissions in the construction data.

8.3.9 Review of construction data submittals will only be performed as specifically required in the various Specification Sections.

8.3.10 Review of a separate item shall not indicate approval of an assembly in which the item functions.

8.3.11 Review of shop drawings will be general, for design, arrangement and appearance only, and shall not relieve CMARE of responsibility for accuracy of such shop drawings, dimensions, proper fitting, construction of work, providing materials required by the Contract Documents, even though such materials and their installation are not indicated on shop drawings. Review of shop drawings shall not be construed as approving departure from Contract requirements or as acceptance of any responsibility by County or the A-E for any errors, omissions, or discrepancies shown thereon.

8.3.12 No portion of the work requiring a submission shall be commenced until the submission has been reviewed and returned to the CMARE with the A-E's stamp of approval. All such portions of the work shall be in accordance with approved construction data.

8.3.13 Working Drawings: Working drawings are drawings showing details not shown on the Plans, which details CMARE must design. CMARE must prepare working drawings of a sufficient size and scale to show clearly all necessary details. CMARE shall ensure that when required by California law or the Contract Documents, working drawings are prepared by engineers holding valid professional licenses in the applicable engineering discipline.

8.3.14 Shop Drawings: Shop drawings are drawings showing details of manufactured or assembled products that CMARE proposes to incorporate into the work. CMARE shall submit the shop drawings required by the Contract Documents.

8.3.15 Shop Drawing Variations:

(1) If shop drawings show variations from Contract Documents because of standard shop practice, questions, or any other reason, make specific mention of variations in transmittal letter to the A-E as well as encircle variations or questions on shop drawings to identify and call them to the A-E's attention.

(2) If the CMARE has not notified the A-E in writing of variations, deviations or omissions, the CMARE will be required, at its sole expense, to repair, replace, furnish whatever materials are required, perform the work, including adjacent work of other trades affected thereby, necessary to rectify such deviations and variations, all as directed by County. Replacement and repair shall be mandatory in such instances, even though this occurs after shop drawings have been stamped "Review Completed" and the work in question has been completed. All work pertaining to this condition or situation shall be performed at no additional cost to the County.

8.3.16 Samples:

(1) Samples shall be the precise item proposed to be furnished.

a. Submit one sample to be retained by the A-E, one to be retained by County, plus the number required by the CMARE for his and his subcontractor's use.

(2) Identify each sample with the manufacturer's name, model number or type, and its intended location in the work.

(3) Samples of value will be returned to the CMARE for use in the work after review by the A-E and County.

(4) Failure of samples to conform to specific requirements may, at County option, constitute a bar against submission of other samples by the same manufacturer, vendor or supplier.

(5) Acceptance of samples will not preclude rejection, prior to final acceptance of completed work, of any material upon discovery of defects in material which said sample failed to represent, even though such material or equipment has been installed or erected in place.

(6) After samples have been reviewed, no change in brand or make will be permitted unless satisfactory written evidence is presented, to the A-E and County, that the manufacturer cannot make scheduled delivery of approved material, or that material delivered has been rejected and substitution of an alternate material is an urgent necessity, or that other conditions are apparent which indicate acceptance of such substitute materials to be in the best interest of the County.

(7) All samples of materials requiring laboratory tests shall be tested sufficiently in advance of the time they are required to be delivered to the Project Site for: (1) A-E's review of test results, (2) re-testing and re-submittal as necessary to obtain A-E's acceptance, (3) manufacture or fabrication, and (4) delivery to Project Site without delaying the scheduled progress of the work.

(8) Each sample shall have physically attached to it, in a manner not easy removable, a label bearing the following information:

a. Project identification.

b. CMARE's and subcontractor's identification.

c. Sample identification including full information as to manufacturer, model, catalog number, finish number, and other required information.

d. Space for A-E's review stamp.

(9) When samples are rejected by the A-E, submit new samples immediately after notification of rejection, and mark them "Resubmitted Samples," in addition to other information required on label.

(10) The right to require additional submission of samples of any materials or material lists is reserved, whether or not specifically mentioned in Specifications.

8.3.17 Field Samples (When required by these specifications)

(1) Field samples (mock-ups), when required, shall be prepared at the site, at location designated by County's Resident Engineer.

(2) Approved mock-ups will be used as the standard for all other similar work on the Project. Protect such approved mock-up sample areas at all times, until directed by County to remove.

8.3.18 Supporting Information: Supporting information is information required by the Contract Documents or requested by County when reviewing a submittal that County determines is necessary to analyze and verify that the submittal conforms to the Contract Documents or will be needed by County to operate and maintain a manufactured product or system to be constructed as part of the work. CMARE shall submit supporting information for a system bound together and include information about all manufactured items for the system. Unless otherwise specified in the Contract Documents, supporting information shall comply with applicable requirements of the Specifications and shall include but not be limited to the following:

(1) List of Subcontractors;

(2) List of Materials;

(3) Manufacturer’s certifications that materials to be supplied meet the requirements of the Contract Documents, where the Contract Documents allow such certifications or County waives materials testing requirements. County may require materials test data as part of the certification;

(4) Data including but not limited to catalog sheets, manufacturer’s brochures, technical bulletins, specifications, diagrams, product samples, and other information necessary to describe a system, product or item. This information may be required for irrigation systems, street

lighting systems, and traffic signals, and may also be required for any product, manufactured item, or system.

8.4 SUBSTITUTIONS – BRAND OR TRADE NAMES

8.4.1 Unless County has made a finding under Public Contract Code Section 3400(c), whenever the Contract Documents specify any materials, products, things, or services by brand, trade, or proprietary name, by patent, or by manufacturer, such specifications shall be deemed to be a measure of quality and utility or a standard and shall be deemed to be followed by the words "or equal".

8.4.2 If CMARE desires to use any other brand or manufacturer of equal quality, performance, and utility to that specified, it shall apply to County in writing within 35 days after the award of the Contract. CMARE shall submit to County 6 copies of each application for an "or equal" determination. CMARE's application shall include all information required for County to evaluate the substitute items, including but not limited to shop drawings, product data, and certified test results.

8.4.3 CMARE shall have the item tested as required by County to determine that the quality, strength, performance, physical, chemical, or other characteristics including but not limited to durability, finish, efficiency, dimensions, service, suitability, and compatibility with County's operations are such that the item will be equal in quality and utility to the item specified. CMARE's written application constitutes its representation that:

a) CMARE has investigated the proposed item and determined that it meets or exceeds in all respects the quality, performance, and utility of the specified item.

b) CMARE will provide the same warranty as for the specified item.

c) CMARE will coordinate installation and make such modifications, which may be required for the work to be complete in all respects, with no addition to the Contract Time or the Contract Price.

d) CMARE waives all claims for reimbursement for additional costs which may subsequently become apparent by reason of the acceptance and use of such "or equal" materials, equipment, products, processes, or articles.

8.4.4 County will then determine, in its sole discretion, whether or not the proposed materials, products, things, or services are equal in quality, performance, and utility to those specified, and its decision shall be final and binding. CMARE shall not use or install any materials, products, things, or services proposed as "or equal" without County's prior approval. CMARE shall remain solely responsible for the suitability of such proposed material, products, things, or services notwithstanding any determination by County. CMARE shall bear all expenses associated with its application for determination of "or equal" status.

8.4.5 Any request by CMARE to change materials, products, things, or services required by the Contract Documents that does not fall within the above provisions relating to Public Contract Code Section 3400 shall be considered pursuant to the "Changes" Section of these General Conditions. County will determine, in its sole discretion, whether or not to accept the requested change.

9 PAYMENTS

9.1 PAYMENT REQUIREMENTS

9.1.1 Form and Contents of Applications for Payment: CMARE must submit applications for payment on a form approved by County.

Each application for payment must include:

a) An accepted Schedule of Values and monthly Schedule Update with a narrative report (if requested), all approved in writing by County and all developed in accordance with the "Schedules, Submittals, Substitutions, And Inspections" Section of the General Conditions. CMARE's submissions of an Accepted Construction Schedule, monthly Schedule Updates, and Schedule of Values are conditions precedent to County's processing of applications for payments;

b) Photographic documentation of completed work (as requested);

c) If requested, CMARE shall provide three copies of certified payrolls from CMARE and all Subcontractors for the period covered by the application for payment, with one copy having all pertinent information visible and two copies having the workers' names, addresses, and social security numbers blacked out;

d) Evidence satisfactory to County that CMARE is fulfilling its obligations under the Contract Documents with respect to preparing daily reports and maintaining up-to-date As-Built Plans;

e) Conditional waivers and releases on progress payment or final payment (as applicable) from CMARE, those Subcontractors of any tier, and those suppliers claiming funds covered by the application for payment, and unconditional waivers and releases on progress payment or final payment from CMARE, those Subcontractors of any tier, and those suppliers who received funds through the preceding applications for payment, all in the form prescribed by Civil Code Sections 8120 through 8138; and

f) Any other administrative documentation as agreed upon. The application for payment shall show the total value of work completed or partially completed as of the date of submission of the application for payment. At County's sole discretion, the value of the work completed may include up to 50% of the value, as determined by County, of: (i) material delivered to the Project site and not yet incorporated into the construction; and/or (ii) materials delivered to CMARE and stored at locations other than the Project site, provided that CMARE furnishes County satisfactory evidence that CMARE has acquired title to the materials, the materials will be used on the Project, the materials are properly stored at a secure off-site location acceptable to County, and the materials at each storage location are segregated from any other materials there that are not intended for use on the Project. County will not pay CMARE for any materials at the Project site that are furnished but are not to be incorporated into the work.

County reserves the right to adjust a payment application if a prior payment application is determined to have been overstated or understated.

9.1.2 Lump Sum Work and Unit Prices: County shall pay for work shown on the Schedule of Values as "Lump Sum", "L.S.", or "Job" at the lump sum price shown. Any contract work for which a unit price has been agreed upon, will be paid for at the actual quantities constructed in accordance with the Contract Documents. Upon completion of the work, if the actual quantities show either an increase or decrease from the quantities stated in the Contract, the unit price stated will apply unless a change to the unit price is warranted under the "Changes" Section of the General Conditions.

9.1.3 Allowances: Payment for any Allowance identified in the Bid Schedule shall be for direct cost reimbursement only, unless the Bid Schedule identifies it as a "Time and Materials" or "T&M" item. Reimbursable direct costs shall be verified by invoices and shall include any amounts paid to third parties, and do not include markups, including but not limited to supervision, labor, overhead, or profit related to the item. Payment for Allowances based on T&M pricing shall be proposed by CMARE subject to County's acceptance using the same criteria and proposal breakdown as that specified in the "Time-and-Materials Change Orders" subsection of the "Changes" Section of the General Conditions. Any work to be performed in connection with any Allowance identified in the Bid Schedule must first be approved in writing by County. Any costs

that exceed the maximum amount of any Allowance line item shall be addressed as a change to the Contract consistent with "Changes" Section of the General Conditions, but in such event there shall be no markup for overhead and profit on the additional actual costs. Upon completion of the Project, each Allowance will be corrected for unused balances and a credit to the Contract Price will be issued by Change Order to reflect the actual sums authorized for work as Allowance items.

9.1.4 Time for Submitting and Reviewing Applications for Payment: CMARE shall submit each application for payment to County for its review on the last business day of the month for which it is seeking payment. County will review the application for payment as soon as practicable and, no later than 7 days after receiving it or as provided by Public Contract Code Section 20104.50, will return to CMARE any application for payment that County determines is not a proper application for payment suitable for payment along with a written explanation of the reasons why the application for payment is not proper. The grounds on which the County may conclude the application for payment is not proper and not suitable for payment include, but are not limited, to: (i) the application is missing documents required under the preceding Section "Form and Contents of Applications for Payment"; (ii) the application does not accurately reflect the progress of the work; (iii) the quality of the work is not in conformance with the requirements of the Contract Documents; (iv) CMARE has failed to remedy defective work; (v) there are third party claims filed against County arising out of CMARE's work; (vi) CMARE has failed to make payments properly to subcontractors and suppliers; (vii) CMARE has damaged County's property or the work by or property of County's separate contractors; (viii) CMARE has repeatedly failed to carry out the work in accordance with the Contract Documents; or (ix) there is reasonable evidence that CMARE will not complete the work within the Contract Time and that the unpaid balance of the Contract Price would not be adequate to cover the Liquidated Damages for the anticipated delay.

9.1.5 Progress Payments: Within 30 days of receiving an undisputed, properly completed application for payment, or as provided by Public Contract Code (PCC) Section 20104.50, and pursuant to California PCC Section 9203, County shall pay to CMARE a sum equal to 95% of the value of the work completed since the commencement of the work, less all previous payments, plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the local agency, and unused. County shall hold 5% of the value of the work completed as Retention until the Retention Payment is made pursuant to Public Contract Code Section 7107. CMARE may be entitled to interest pursuant to Public Contract Code Section 20104.50 if County fails to timely make any progress payment. No progress payment by County shall be considered to be County's acceptance of any part of the work.

9.1.6 Retention Payment: Payment of the Retention amount will be made in accordance with Public Contract Code Section 7107. If the Retention Payment is made before CMARE has complied with all of its obligations under the Contract, then payment of Retention shall not be interpreted as Final Payment, and shall not relieve CMARE of its obligations under the Final Payment provisions.

9.1.7 Final Payment: The Final Payment, if unencumbered, or any part thereof unencumbered, shall be made no later than 60 days after CMARE completes the work and submits an application for Final Payment in proper form and suitable for payment. CMARE's work will not be complete until CMARE has delivered: (i) As-Built Plans suitable for use in preparing a reproducible set of record drawings for the Project; (ii) all operations and maintenance manuals; (iii) manufacturers', suppliers', and installers' warranties, guarantees, instruction sheets, and parts lists; and (iv) any other documents or information required by the Contract Documents as a condition to completion of the work.

CMARE's application for Final Payment shall include:

a) CMARE's affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project have been paid or otherwise satisfied by CMARE; and

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b) Conditional waivers and releases on Final Payment in the form prescribed by Civil Code Section 8136 from CMARE, its Subcontractors of any tier, and its suppliers who will receive funds from the Final Payment, listing with specificity any and all claims under or arising out of the Contract or the Project that remain unsettled.

9.2 SUBSTITUTED SECURITY

In accordance with Public Contract Code Section 22300 and at the request and expense of CMARE, County will accept securities equivalent to any amount withheld by County to ensure complete and proper performance under the Contract Documents, including the amount withheld as Retention under the "Payments" Section of the General Conditions. Substituted securities must meet the requirements of Public Contract Code Section 22300 and shall be deposited with County or with a California or federally chartered bank in California as escrow agent. The securities shall be held by the escrow agent subject to a written escrow agreement between County, CMARE, and escrow agent, which agreement shall be in a form substantially similar to that contained in Public Contract Code Section 22300.

9.3 WAIVER OF CLAIMS

Unless a shorter time is specified elsewhere in the Contract, on or before making its application for Final Payment, CMARE shall submit to County in writing all claims for compensation under or arising out of this Contract. CMARE's acceptance of County's payment in response to CMARE's application for Final Payment shall constitute a waiver of all claims against County under or arising out of this Contract except those previously made in writing and identified by CMARE as unsettled at the time of CMARE's application for Final Payment.

10 LABOR CODE REQUIREMENTS

CMARE and all Subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of the Contract, including but not limited to the following:

10.1 WAGE RATES

CMARE and any Subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. CMARE shall post all job site notices as required by Labor Code Section 1771.4(a), including a copy of these wage rates for each craft, classification, or type of worker needed in the performance of this Contract. Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, CMARE and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

10.2 WAGE RATE PENALTY

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

10.3 WORK HOUR PENALTY

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under

the Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein. CMARE shall forfeit to County $25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by CMARE or by any Subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815.

10.4 REGISTRATION OF CONTRACTORS

CMARE and all Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

10.5 PAYROLL RECORDS

CMARE and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

CMARE and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CMARE or any Subcontractor(s) in connection with the work.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a) The information contained in the payroll record is true and correct.

b) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

The payroll records shall be certified and shall be available for inspection at the principal office of CMARE on the basis set forth in Labor Code Section 1776.

CMARE shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

Pursuant to Labor Code Section 1776, CMARE and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that CMARE or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. CMARE acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due CMARE. CMARE is not subject to a penalty assessment pursuant to this Section due to the failure of a Subcontractor to comply with this Section.

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10.6 APPRENTICES

10.6.1 Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Section 1777.5. CMARE shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

10.6.2 CMARE and all Subcontractor(s) shall comply with Labor Code Section 1777.6, which forbids discriminatory practices in the employment of apprentices on any basis listed in Government Code Section 12940 (described in the "Nondiscrimination" Section of the General Conditions), except as provided in Labor Code Section 3077.

11 NONDISCRIMINATION

In the performance of the Contract, CMARE shall neither engage in nor permit its Subcontractors to engage in discrimination against any employee or applicant for employment on any basis listed in California Government Code Section 12940, including but not limited to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, as those bases are currently defined in Government Code Sections 12926 and 12926.1, or as they may be modified. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

12 WARRANTY / GUARANTEES

12.1 WARRANTY

CMARE warrants that materials and equipment furnished under the Contract Documents will be new, of good quality, and carrying all available manufacturers' and installers' warranties; that construction will be of good and workmanlike quality; and that all of the work shall be performed in strict conformance with the requirements of the Contract Documents, industry standards, and manufacturers' recommendations. Work not conforming to these requirements shall be considered defective ("Defective Work"). Defective Work does not include damage caused by modifications not executed by CMARE, improper operation or maintenance, or normal wear and tear.

12.2 ONE-YEAR CORRECTION PERIOD

For a period of not less than one year from the date County accepts CMARE's work, as evidenced by a Notice of Completion issued by County, CMARE shall take immediate action to correct any Defective Work reported by County orally or in writing. CMARE shall initiate corrective action on Defective Work affecting use of a facility, safety, or preservation of property within twenty-four (24) hours after notification. CMARE shall initiate corrective action on other Defective Work within ten (10) calendar days after notification. If CMARE fails to initiate corrective action within the specified times or fails to complete the corrective work within a reasonable time, County may take whatever corrective action it deems necessary. All costs incurred by County because of CMARE's failure to correct Defective Work during the one-year correction period shall be due and payable immediately by CMARE. The one-year correction period relates only to the specific obligation of CMARE to return to the Project site and correct Defective Work. The one-year correction period does not establish a period of limitations with respect to any of CMARE's other obligations under the Contract Documents, including but not limited to CMARE's warranty, and it has no relationship to the time within which County may seek to enforce the CMARE's obligation to comply with the Contract Documents or to the time within which proceedings may be commenced to establish the CMARE's liability with respect to any of the CMARE's obligations.

12.3 MANUFACTURERS' AND INSTALLERS' WARRANTIES

All manufacturers' and installers' warranties received by CMARE shall be assignable to County, and upon abandonment, termination, or completion of the Contract shall be deemed, and hereby are, assigned to County. CMARE shall take all actions necessary to preserve the full scope of all manufacturers' and installers' warranties for the benefit of County and shall take no action that would impair County's rights under any such warranties. Before County's acceptance of the work, CMARE shall deliver to County manufacturers' and installers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work.

12.4 SURVIVAL

All of CMARE's warranty obligations shall survive abandonment, termination, and completion of the Contract. Neither Final Payment nor any other provision in the Contract Documents shall constitute County's acceptance of work not performed in accordance with the Contract Documents nor relieve CMARE of liability with respect to its warranty obligations or for Defective Work.

13 PERFORMANCE

13.1 OBLIGATION TO REVIEW DOCUMENTS

13.1.1 CMARE shall carefully study and compare all Contract Documents and shall at once report to County any error, inconsistency, or omission that CMARE may discover.

13.1.2 CMARE shall be responsible for the coordination of all trades so that all components are properly integrated into the construction. All significant conflicts in location shall be brought promptly to the attention of County. In the event of conflicts that cannot be anticipated and resolved by examination of the Contract Documents, the cost of changes ordered by County shall be compensated by Change Order.

13.2 OTHER CONTRACTS

County may undertake or award other contracts for simultaneous, collateral, or additional work adjacent to or within the work site. CMARE shall fully cooperate with such other contractors and County, and carefully fit CMARE's own work to such other work as may be directed by County. CMARE shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, or additional work by others. CMARE shall not commit or permit any act that will interfere with the performance of work by County or any other contractor, and shall cooperate in the coordination of its separate activities in a manner that shall not interfere with County's current facility operations and the activities of other contractors working in the area.

13.3 PROTECTION

13.3.1 CMARE shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. CMARE shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety and Health. CMARE shall also be responsible for all materials delivered and work performed until completion and acceptance of the Project, except for any completed unit of construction that County may have previously accepted.

13.3.2 CMARE shall maintain continuously adequate protection of all work from damage and shall protect County's personnel, invitees, and property from damage, injury, or loss arising in connection with this Contract. CMARE shall make good any such damage, injury, or loss. CMARE shall adequately protect adjacent property and shall maintain reasonable security of the site at all times. CMARE shall limit visitors to the site to those necessary for construction and inspection. Visitors for other purposes shall be referred to County. CMARE's and Subcontractors' employees shall possess means of identification at all times as required by County while on the job site.

Security of the CMARE's material, equipment, work product and work site is the CMARE's responsibility.

13.3.3 Employment of a security guard for any time period (working hours or other than working hours), shall be left to the discretion of the CMARE. The CMARE shall be fully responsible for any theft or damage to any material, equipment or to any portion of the building, work, or site.

13.3.4 County may notify CMARE of any noncompliance with the foregoing provisions and the action to be taken. CMARE shall, after receipt of such notice, immediately correct such conditions. Such notices shall be deemed sufficient for said purpose when delivered to CMARE or CMARE's representative at the work site. Failure of receipt of such notice from County shall not relieve CMARE of responsibility for safety.

13.3.5 If CMARE fails or refuses to comply promptly, County may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of claim for extension of time or additional compensation to CMARE. CMARE will be responsible for ensuring that CMARE's Subcontractors and suppliers comply with the provisions of this Section.

13.3.6 In an emergency affecting the safety of persons, the work, or of adjoining property, CMARE without special instruction or authorization from County, is hereby permitted to act at CMARE's discretion to prevent such threatened loss or injury. CMARE shall so act if directed by County. Any claim for additional compensation by CMARE on account of emergency work shall be determined as set forth in the "Changes" Section of these General Conditions.

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

13.3.8 CMARE is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by CMARE to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the "Notices" provision of this Contract, or to the place of shipment or provision of goods/services.

13.4 FENCES AND BARRICADES

A. Furnish, erect and maintain all fences and barricades required by local ordinances, or public safety and necessity until completion of the project.

   1. Barricades to protect pedestrians from building construction shall be constructed of ½" painted (two coats) plywood and shall be free from projecting nails, boards or other hazards. The CMARE shall maintain barricades free from graffiti.

B. No signs, other than those specified, shall be erected without the written approval of the County.

C. Remove construction fences, barricades, and other related temporary construction upon completion of work, or sooner if authorized or required to maintain Project progress.

D. Alternate means of fencing and barricades to protect pedestrians maybe proposed by CMARE for approval by County.

13.5 PROJECT SIGN & NOTICE

A. No signs or advertisements will be permitted on the Project site, except with the express permission of County's Project Manager.
B. At every door and barricade separating the project work and staging areas from areas not included in the project work area, the CMARE shall provide, install and continuously maintain a construction warning sign. The 11 inch by 17 inch construction warning sign shall be approved by County's Project Manager and shall be plastic laminated on heavy cardstock and shall be securely affixed at eye level to the door or barricade.

13.6 QUALITY OF MATERIALS AND WORKMANSHIP

13.6.1 CMARE shall perform all work required by the Contract Documents in a skillful, good, and workmanlike manner and in strict conformance with the Contract Documents. All materials and equipment furnished by CMARE shall be new and of good quality, unless otherwise required by the Contract Documents. See Section 01400, Quality Requirements for additional requirements.

13.6.2 CMARE shall supervise and direct the work using its best skill and attention. All labor shall be performed by individuals specially skilled in the kind of work required. CMARE shall at all times enforce strict discipline and good order among its employees and those of its Subcontractors of any tier. CMARE shall not employ for the Project any unfit person or anyone not skilled in the assigned task or otherwise unfit. CMARE shall immediately remove from the Project any person that County determines, in its sole discretion, is unfit or behaving in an unsatisfactory or unacceptable manner. Persons so removed shall not thereafter be reassigned to any portion of the Project without County's written approval, which may be granted or withheld in County's sole discretion.

13.6.3 CMARE shall, without charge, replace any material or correct any work found by County not to conform to the requirements of the Contract Documents, unless County consents to accept such material or work along with a commensurate reduction in the Contract Price. CMARE shall promptly segregate and remove rejected material from the work site.

13.6.4 If CMARE does not promptly replace rejected material or correct rejected work, or immediately remove persons who are unfit or behaving unacceptably, County may: (1) by contract or otherwise replace such material or correct such work and charge the cost thereof to CMARE, including but not limited to by deducting the cost from amounts due or to become due to CMARE; or (2) terminate CMARE's right to proceed in accordance with the "Termination For Cause" Section of the General Conditions.

13.6.5 The CMARE shall comply with Public Contract Code Section 20146(c) regarding use of a skilled and trained workforce to perform all work on the project. The CMARE shall further ensure its subcontractors at every tier comply with the Section 20146(c).

13.7 SURVEYING

13.7.1 CMARE has full responsibility for layout and establishment of lines and grades for execution of the work. All temporary monuments shall be substantially established and shall be protected and maintained in place by the CMARE for the duration of the work.

13.7.2 If any discrepancy exists between the lines and grads actually at the site and the existing lines and grades depicted on the drawings, the CMARE shall notify the County Project Manager at once, and before commencing work.

13.7.3 The engineering survey work need not be performed by a State licenses surveyor or civil engineer, however it shall be performed in a professional manner in accordance with the requirements, standards, and practices exercised by licensed individuals.

13.7.4 The surveyor shall check line, level, and plumb of every major element of the construction, and shall keep a logbook recording all relevant data. The logbook shall be available for review by County Representatives of the A-E at any time during construction, and it shall be submitted to the County along with the "as-Built" drawings, upon completion of the Project. All deviations from line/grade requirements of the Contract Documents which are accepted (not corrected) by the CMARE shall be recorded in the logbook and also shall be noted on the "as-Built" drawings.

13.8 UTILITIES

13.8.1 Location: County will provide CMARE with copies of documents which describe the location of known utility substructures, or will indicate in the Plans or Special Provisions those substructures (except for service connections) that may affect the work. The removal, relocation, abandonment, or installation of utilities shall be in accordance with the applicable provisions of the Contract Documents. Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, CMARE shall assume that every property parcel or facility adjoining the Project will have a service connection for each type of utility. CMARE shall determine the location and depth of all utilities, including service connections, which have been marked by the respective County's and which may affect or be affected by its operations. Unless otherwise specified in the Contract Documents, costs associated with complying with the requirements of this Section shall not entitle CMARE to additional compensation under the "Changes" Section of the General Conditions. Pursuant to Government Code Sections 4216 et seq., CMARE shall contact the appropriate regional notification center(s) and shall obtain an inquiry identification number at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation.

13.8.2 Protection: CMARE shall not interrupt the service function or disturb the support of any utility without County from the utility County or direction from the County. Valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff. Where protection is required to ensure support of utilities located as shown on the Plans or in the Special Provisions, CMARE shall furnish and place the necessary protection at its expense unless otherwise provided in the Contract Documents. Permanent improvements installed in proximity to any utilities shall be constructed in a manner that will not impair the physical integrity, use, or ongoing maintenance of those utilities. Upon learning of the existence and location of any utility omitted from or represented incorrectly in the Plans or Special Provisions, CMARE shall immediately notify County in writing. Support or protection of the omitted or incorrectly identified utility authorized by County will be paid for as provided in the "Changes" Section of these General Conditions. CMARE shall immediately notify County and the utility County if any utility is disturbed or damaged. CMARE shall bear the costs of repair or replacement of any utility damaged if located in accordance with the "Location" Section, above.

13.8.3 Removal: Unless otherwise specified in the Contract Documents, CMARE shall remove all interfering portions of utilities represented in the Plans or Special Provisions as "abandoned" or "to be abandoned in place." Before starting removal operations, CMARE shall ascertain from County whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the Bid for the items of work necessitating such removals.

13.8.4 Relocation: When feasible, the County's responsible for utilities within the area affected by the work will complete their necessary installations, relocations, repairs, or replacements before commencement of the work by CMARE. When the Plans or Special Provisions indicate that a utility installation is to be relocated, altered, or constructed by others, County will conduct all negotiations with the County's and utility work will be done at no cost to CMARE, except as otherwise specified in the Contract Documents. Utilities that are relocated in order to avoid

interference shall be protected in their position and the cost of such protection shall be included in the Bid for the items of work necessitating such relocation. After award of the Contract, portions of utilities not accurately described in the Plans and Special Provisions that are found to interfere with the work will be relocated, altered, or reconstructed by the utility County's. Alternatively, County may order changes in the work to avoid interference as provided by the "Changes" Section of these General Conditions. When the Contract Documents provide for CMARE to alter, relocate, or reconstruct a utility, all costs for such work shall be included in the Bid for the items of work necessitating such alteration, relocation, or reconstruction. Temporary or permanent relocation or alteration of utilities requested by CMARE for its convenience shall be its responsibility and CMARE shall make all arrangements and bear all costs.

13.8.5 Relocation of Service Connections: The utility County will relocate service connections as necessary within the limits of the work or within temporary construction or slope easements. When directed by County, CMARE shall arrange for the relocation of service connections as necessary between the meter and property line, or between a meter and the limits of temporary construction or slope easements. Unless, otherwise specified in the Contract Documents, payment for the relocation of such service connections shall be in accordance with the "Changes" Section of these General Conditions, and will include the restoration of all existing improvements which may be affected thereby. CMARE may agree with the County of any utility to disconnect and reconnect interfering service connections, and County will not be involved in any such Contract.

Notice: CMARE shall notify County of its schedule insofar as it affects the protection, removal, or relocation of utilities.

13.8.6 Cooperation: When necessary, CMARE shall so conduct its operations as to permit access to the work site and provide time for utility work to be accomplished during the progress of the work.

13.8.7 Utility Facilities on Project Site: If CMARE discovers unidentified utilities, CMARE shall immediately notify County and the utility County in writing. Pursuant to Government Code Section 4215, CMARE shall be compensated for the costs of locating and repairing damage not due to failure of CMARE to exercise reasonable care, and of removing or relocating main or trunk line utilities located on the site and not identified in the Contract Documents with reasonable accuracy. Such compensation shall also cover the cost of CMARE's equipment necessarily idled during such work. CMARE shall not be assessed Liquidated Damages for delay in completion of the work if such delay was caused by the failure of County or utility County to provide for removal or relocation of such utilities. This provision shall not be deemed to require compensation or excuse of Liquidated Damages when the presence of existing service laterals or appurtenances can be inferred from the presence of visible facilities such as buildings, meters, and junction boxes on or adjacent to the construction site.

13.8.8 Increase of Contract Time: CMARE shall not be entitled to additional time or compensation for delays attributable to utility relocations or alterations if such utility relocations or alterations are correctly located, noted, and completed. CMARE may be entitled to an extension of the Contract Time for unforeseen delays attributable to unreasonably protracted interference by utilities in performing work correctly represented in the Plans or Special Provisions. County will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the work if such utilities are not identified in the Contract Documents. CMARE will not be assessed Liquidated Damages for any delay caused by failure of County to provide for the timely removal, relocation, or protection of such existing facilities.

13.9 SPACE AT SITE

CMARE shall be allowed reasonable space at the work site and shall confine CMARE's operations to the assigned space. The work shall be done without interference with the ordinary use of streets, berthing places, fairways, and passages. The CMARE shall cooperate with other Contractors of the

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County and shall not commit or permit any act which will interfere with the performance of work by any other Contractor or employees of the County whether at the site or not.

13.10 OPERATING HOURS AND SITE ACCESS

Unless otherwise specified in the Contract Documents, normal operating hours are from 7:00 A.M. to 5:00 P.M. Work performed outside normal operating hours will require County's written approval.

13.11 TRAFFIC CONTROL

13.11.1 CMARE shall coordinate its traffic at the site with County. When a Traffic Control Plan (TCP) is required by the Contract Documents, CMARE shall submit an acceptable plan to County within 10 days after the Notice to Proceed is issued (or as agreed upon in the Accepted Construction Schedule).

The TCP shall display and address, at a minimum:

a) Protection of existing improvements;
b) Maintaining access by County operations;
c) Methods to eliminate interference with existing facility operations and traffic in and out of the facility and operations area;
d) Proposed haul routes for delivery of materials;
e) Maximum speeds for each class of vehicle on each type of terrain, but in no event to exceed 15 mph on shared access roads and any crossing areas;
f) Access to work areas; and
g) CMARE's and Subcontractors' staging and material storage areas, including fuel storage procedures.
h) All motor-driven equipment using fuel shall have spark arresters.

13.11.2 Reckless driving shall not be tolerated, and all vehicles shall be operated at a safe speed at all times. If County determines that CMARE has violated the Traffic Control Plan or otherwise operated in an unsafe manner, County may suspend or prohibit the equipment operator(s) from any further work at the site. Repeated or severe incidents demonstrating the failure of CMARE to operate its vehicles safely shall constitute a material breach of this Contract and County may terminate CMARE's right to proceed with the work pursuant to the “Termination for Cause” Section of the General Conditions.

13.12 TEMPORARY OFFICE BUILDING AND TELEPHONE

CMARE shall provide a temporary office building and telephone, if required for the Project. CMARE may provide a temporary office for his own convenience at his sole expense. The temporary office, if desired by CMARE, shall be subject to approval of the County. Any temporary building may be Class A and be provided by the CMARE in accordance with SSPWC Section 8 - Facilities for Agency Personnel. The trailer shall be located as shown in the Plans and/or as directed by County or CMARE shall submit, a location plan showing the arrangement of field offices, storage sheds, equipment storage, and staging areas for County and A-E review/approval.

13.13 PERMANENT SYSTEMS USED AS TEMPORARY FACILITIES

When any portion of the permanent systems are in operating condition, that part of the system may be used as a temporary facility, provided that the CMARE:

(1) Obtains County's approval in writing.
(2) Assumes full responsibility for the system used.
(3) Pays all costs for operation, maintenance, cleaning and restoration of the system.

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(4) Operates the system with the consent and supervision of the subcontractor responsible for the system's installation and ultimate performance.

13.14 TEMPORARY UTILITIES

CMARE shall provide the necessary temporary utilities for construction use and bear the responsibility for their proper operation. If any utilities are in place and in use by the County at the Project site, such utilities -- excluding telephone -- may be utilized by the CMARE at no cost, to the extent the utilities are available without impact to the County's operations. If County supplied utilities are utilized by the CMARE, the CMARE shall exercise conservation of energy and utility resources to the satisfaction of the County, or such provision of utilities by the County will be terminated at County's discretion.

13.15 SANITARY UNIT

CMARE shall provide temporary toilets for CMARE's use. CMARE will maintain and service them in a sanitary condition through the construction of the Project. Toilet facilities in existing County buildings shall not be used by the CMARE, sub-contractors, suppliers, workers, and/or inspectors.

13.16 WATER

CMARE shall furnish all water needed for the Project, including but not limited to potable (drinking) and construction/dust suppression water, unless otherwise specified in these Contract Documents.

13.17 FIRE PROTECTION

CMARE shall take all necessary measures to protect the building and all areas of the project site against fire. CMARE shall provide fire extinguishers suitable for the Project and consistent with the factors enumerated in Title 19 of the California Code of Regulations, Section 565. These extinguishers shall be placed at strategic locations around the working area and kept accessible for use in case of fire. CMARE shall keep fire extinguishers in working order and shall remove them from the site at the end of construction.

CMARE shall observe all requirements specified in the various other Sections of the Specifications related to fire safety.

13.18 STORAGE AND WORKING SPACE

CMARE may use the working area designated by County for material storage and working space. Any additional space shall be obtained by CMARE at CMARE's own expense. Locations for CMARE to store CMARE's equipment will be agreed upon during the pre-construction meeting.

13.19 TRANSPORTATION AND HANDLING OF PRODUCTS

CMARE shall:

1. Transport and handle products in accordance with manufacturer's instructions and applicable regulations;
2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged; and
3. Provide equipment and personnel to handle products by methods to prevent damage.

13.20 STORAGE AND PROTECTION OF PRODUCTS

CMARE shall:

1. Store and protect products in accordance with manufacturer's instructions and applicable regulations, with seals and labels intact and legible;
2. Store sensitive products in weather-tight, climate-controlled enclosures;
3. Store hazardous materials in accordance with applicable regulations, including but not limited to those related to containment and protection of the materials and surrounding environment;
4. Store fabricated products on sloped supports above ground if such products are stored outdoors;
5. Cover products subject to deterioration with impervious sheet covering with ventilation to avoid condensation;
6. Provide equipment and personnel to store products by methods to prevent damage;
7. Arrange storage of products to permit access for inspections; and
8. Periodically inspect to ensure products are undamaged and are maintained under specified conditions.

13.21 REMOVAL OF TEMPORARY FACILITIES

CMARE shall remove temporary toilets, storage sheds, and other facilities of a temporary nature from the Project site as soon as County determines progress of the work permits. CMARE shall recondition and restore portions of the site occupied by temporary facilities to a condition acceptable to County.

13.22 REGULATORY COMPLIANCE REQUIREMENTS

13.22.1 Permits

a) Project plans have been submitted for permit from the OC Public Works Planning & Development Services, OCFA, as well as South Coast Air Quality Management District. CMARE shall identify any additional and obtain all permits necessary for the Project, including: permits, licenses, and certifications, including but not limited to all trade-related permits; permits required for environmental protection; construction permits; encroachment permits; permits required for the operation and storage of any equipment or regulated hazardous materials brought onsite; and permits required for dispensing and storing petroleum-related products. If necessary for the Project, CMARE shall obtain and submit to County a California Occupational Safety Health Agency (Cal-OSHA) Excavation Permit. If required for project. CMARE shall be responsible for ensuring that all permits necessary to complete the Project are in place consistent with Federal, State, and local laws and regulations. Costs and fees associated with said permits, regardless of whether obtained by County, CMARE, or any other entity, shall be borne solely by the CMARE, except as identified elsewhere in Contract.

b) CMARE shall comply with the regulations or requirements of all permits, licenses, certifications, and regulations governing the Project. Any act or omission by CMARE that causes either Party to be in violation of any permit, licenses, certification, or regulation shall be deemed a material breach of this Contract by CMARE. County reserves the right to perform itself or through other contractors any work necessary to correct any violation or to bring the Project into compliance with any permit, license, certification, or regulation, and shall deduct the cost of such work from any funds due or to become due to CMARE.

c) CMARE shall maintain, at its job site office, copies of all permits, licenses, and certifications required for or governing the Project, including permits and approvals issued to County by the State Water Resources Control Board; the South Coast Air Quality Management District ("SCAQMD") for dust control; and the SCAQMD and Local Enforcement Agency for refuse excavation.

13.22.2 Contractor Compliance with Applicable Law and Regulations: CMARE shall comply with all Federal, State, County, and local codes, ordinances, regulations, and standards applicable to the Project. CMARE shall comply with all current regulatory criteria and standards. CMARE shall not be entitled to any additional compensation for work necessary to comply with legal or regulatory requirements effective at the time of bid opening.

13.22.3 Archaeological/Paleontological Resources

County may engage the services of an Archaeologist/Paleontologist ("A/P") to monitor all or portions of the work.

a) The Contract Documents may require CMARE to retain an A/P. In such event, the following conditions apply:

i. A/P shall be acceptable to County. A County Certified Archaeologist and Paleontologist can be found at Certified Archaelolgists - County of Orange Certified Paleontologists - County of Orange. Regardless of whether A/P is selected from County's list, A/P shall meet all minimum qualifications listed in the "Qualifications for Certification of Archaeological and Paleontological Professionals" document provided at that website.

i. CMARE shall submit the qualifications and references of A/P to County for verification at least 10 working days prior to any excavation or grading work. A/P shall be approved in writing by County at least 5 working days prior to the start of any excavation or grading work.

ii. Unless otherwise agreed to in writing by County, A/P shall not be an employee of CMARE, any subcontractor currently under contract by CMARE (for any job), or any supplier to any project awarded or contracted to CMARE.

iii. CMARE shall be compensated for all A/P expenses including all labor, materials, tools, equipment, and incidentals necessary for accomplishing the work in accordance with the Item(s) identified for A/P services in the Bid Schedule or, if not listed there, in accordance with the "Changes" Section of the General Conditions.

iv. A/P shall report exclusively to County. County may terminate the services of A/P at any time and at County's sole discretion, with no justification necessary to CMARE, and CMARE shall replace A/P with another individual or firm meeting the requirements of this Section. Under no circumstances will A/P's termination entitle CMARE to any additional time or payment under the "Changes" Section of these General Conditions.

v. All other provisions of this Section apply whether A/P is retained by County or by CMARE, and CMARE shall ensure that A/P complies with the provisions of these Contract Documents pertaining to A/P services.

b) CMARE shall cooperate with all A/P personnel. If A/P directs CMARE to suspend or stop work in a particular area, CMARE shall abide by such request immediately and not resume work until directed by County.

c) The A/P shall:

i. Conduct a literature and records search for recorded sites and previous surveys;

ii. Conduct a field survey unless the entire work site has been previously surveyed and the survey documentation is acceptable to County;

iii. Attend the pre-construction meeting to conduct or schedule separate pre-construction cultural and paleontological resources sensitivity training, and attend additional meetings or provide training as determined necessary by County. In the event of the discovery of specimens or artifacts, attend construction meetings until otherwise directed by County;

iv. Conduct pre-construction cultural and paleontological resources sensitivity training for all staff involved in moving soil or working near soil disturbance. Training shall review the types of archaeological and paleontological resources that might be found, along with laws for the protection of the resources;

v. If determined necessary by the A/P and approved by County, the A/P shall prepare a report on a subsurface test level investigation of archaeological resources collection or pre-grade paleontological salvage operation. The report shall evaluate the site including the significance of any finds (location, depth, nature, condition, and extent of the artifacts or specimens), recommended methodology of salvage or mitigation and related cost estimates, and an analysis and catalogue of artifacts or specimens;

vi. Establish procedures for A/P sampling and resource surveillance and monitoring;

vii. In cooperation with County, establish procedures for suspension or redirection of work to permit sampling, identification, and evaluation of possible resources.

viii. During grading, excavation, or other ground-disturbing activities, if any evidence of paleontological, pre-historic, or historic cultural resources is uncovered, the following measures, unless otherwise specified in regulatory permit language, shall be taken:

d) All below grade work shall stop within a 100-foot radius of the discovery. Work shall not continue until the discovery has been evaluated by the A/P.

e) The A/P shall assess the find(s) and determine if they are of value. If the find(s) are of value then:

i. The A/P shall draft a monitoring program and monitor all ground-disturbing activities related to the Project.

ii. A/P shall prepare all potential finds in excavated material to the point of identification.

iii. Significant finds shall be preserved as determined necessary by the A/P.

iv. Excavated finds shall be offered to County or its designee for curation on a first-refusal basis, then offered to a local museum or repository willing to accept the resource.

v. Within 30 working days of completion of the end of earth moving activities, the A/P shall draft a report summarizing the finds, and shall include the inspection period, an analysis of any resources found, and the present repository of the items.

vi. All resulting reports shall be delivered to County and filed with the South Central Coastal Information Center at the California State University, Fullerton, or another institution if directed by County.

f) If CMARE uncovers any burial grounds or remains, ceremonial objects, petroglyphs, or archaeological, paleontological, or other artifacts or specimens of like nature within the construction area, CMARE shall immediately notify the County's onsite

representative of CMARE's finds and shall modify the construction operations so as not to disturb the finds pending further instructions from County.

g) Discovery of human remains:

i. In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found, no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County of Orange Sheriff-Coroner and/or other applicable coroner and law enforcement agency ("Coroner's Office") has determined the appropriate treatment and disposition of the human remains. The Coroner's Office shall be notified within 24 hours of the discovery.

ii. If the Coroner's Office determines that the remains are or are believed to be of Native American origin, the Coroner's Office will notify the California Native American Heritage Commission (NAHC).

iii. In accordance with Section 5097.98 of the California Public Resources Code, the NAHC must notify those persons it believes to be the most likely descended from the deceased Native American. The descendants shall be granted access to the site to complete their inspection as quickly as possible. The designated Native American representative would then determine, in consultation with County, the treatment and disposition of the human remains.

h) Should the finds, or notification of finds, result in delays or extra work, payment will be allowed in accordance with the "Changed Conditions" subsection of the "Conditions Affecting the Work" Section of these General Conditions. However, CMARE shall not be entitled to damages, additional payments, or extensions of time where the CMARE could have avoided delays by any reasonable means.

i) Unless otherwise required by law, any and all finds shall remain the property of County and not become the property of any other person or entity.

13.22.4 Surface Water Protection

a) Work is subject to the requirements of the National Pollutant Discharge Elimination System ("NPDES") storm water regulations. NPDES regulations require the implementation of a Stormwater Pollution Prevention Plan ("SWPPP") The nature and location of the work require compliance with the SWPPP, County has prepared a SWPPP for this project. CMARE is responsible for obtaining copies of the site-specific SWPPP from County. Copies of the SWPPP and related documents may be found at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/industrial.shtml.

b) Additionally, in a letter dated August 31, 2011, the Santa Ana Regional Water Quality Control Board issued a Water Quality Standards Certification pursuant to the federal Clean Water Act ("CWA") (also known as the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.), Section 401. The Certification requires that discharge from the Project will comply with CWA Sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards). The discharge is also regulated under State Water Resources Control Board Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges that Have Received Water Quality Certification."

13.22.5 SWPPP Implementation & Compliance

a) CMARE is responsible for implementing and complying with the SWPPP, as applicable to the nature and location of the work. CMARE's implementation and compliance activities shall include but not be limited to: installation and maintenance of BMPs (interim and final); preparation and implementation of Rain Event Action Plans (REAPS); rainfall and storm water turbidity and pH monitoring, sampling and analysis as required by the SWPPP. CMARE shall designate an independent Qualified SWPPP Practitioner (QSP), who will be responsible for monitoring CMARE's compliance with SWPPP requirements on the Project at all times.

b) CMARE shall be responsible for providing all reports required by the SWPPP (monitoring, inspection, REAP, annual reports, etc.) to the County for review. CMARE shall submit all reports digitally with at least three hard copies to the County.

c) CMARE's designated QSP shall review and make recommendations to the County to amend the appropriate SWPPP as needed during the course of work to reflect actual construction progress and construction practices.

d) CMARE shall comply with all the requirements identified in the SWPPP.

13.23 HAZARDOUS OR CONTAMINATED MATERIALS

13.23.1 At the start of project work County will provide CMARE with all known documentation of hazardous materials including but not limited to Hazardous Materials Assessments and State Mandated reports on asbestos containing building materials. The project requires CMARE to be responsible for work related to hazardous materials;

13.23.2 CMARE is responsible for proper handling, storage, transportation, and disposal (per all federal, State and local regulations) of any hazardous wastes, liquid wastes, or nuisance wastes (for example, finely divided, powdery, or dusty materials, strong odors, etc.) that it generates while working on County's behalf.

13.23.3 As provided by the "Contract Time" Section of the Contract, CMARE must submit for County's review an Emergency/Contingency Plan for handling spills of hazardous, liquid, or nuisance materials while working on County's behalf. The Plan shall include proper handling, removal, and disposal of these materials per all applicable federal and State requirements. The Emergency/Contingency Plan shall also include emergency notification to County and any other notifications as required by law. CMARE shall not commence work at the site until County has approved CMARE's Emergency/Contingency Plan.

13.23.4 CMARE must restore any spill-damaged areas to their original condition in a correct and timely manner and to the satisfaction of County.

13.23.5 CMARE shall remove and dispose of any materials that become contaminated directly or indirectly as a result of the CMARE's operations, whether or not such contamination involves hazardous materials. The removal and disposal of any contaminated materials associated with this Contract shall be completed by the CMARE to the satisfaction of County at no additional cost to the County. CMARE shall execute all necessary manifests, bills of lading, or similar documents ("Manifests") concerning such contaminated materials which shall identify CMARE as the generator of the materials.

13.23.6 Prior to shipment, CMARE shall provide copies of all Manifests to the County to verify that CMARE has arranged for the proper disposal of hazardous materials to a licensed, permitted facility. CMARE shall provide to County proof of proper disposal of such materials. If Manifests and proof of proper disposal are not submitted, County may withhold or deduct directly the

estimated cost of removal and disposal from amounts otherwise due CMARE, plus a 5% administration fee, until CMARE submits Manifests and proof of disposal.

13.23.7 County has the County to perform inspections of the CMARE's work area at any time to ensure CMARE is compliant with all applicable regulations.

13.23.8 Upon written notice from County, if CMARE does not remove contaminated materials immediately, County may remove, process, transport, and certify the material as stated above and all costs incurred By County for removal and disposal, plus a 5% administrative fee, will be deducted directly from amounts otherwise due CMARE. If County performs such decontamination, CMARE shall sign any Manifests for that material as the generator.

13.23.9 CMARE shall train its employees, as required by OSHA and California Code of Regulations Title 8, in the proper handling, storage, transportation and disposal of hazardous materials. CMARE shall train its employees to follow the Emergency/Contingency Plan and know immediate response procedures should a release occur.

13.23.10 CMARE shall keep appropriate emergency response equipment and materials available in the working area at all times.

13.23.11 Maintenance Facilities and Work Area: CMARE shall maintain its equipment in an area designated by County for such purposes. Certain maintenance areas have been designated at the County facility for the purpose of maintaining County equipment. CMARE may utilize a County maintenance area only with the express permission of the County. County may designate a different maintenance area for CMARE's use at any time, and CMARE will not be entitled to a Change Order as the result of such relocation.

13.23.12 CMARE's maintenance activities shall conform to the provisions of the “Regulatory Compliance Requirements” Section of the General Conditions. CMARE shall keep the facility clean, maintain clean equipment, and dispose of any contaminated materials in accordance with the “Hazardous or Contaminated Materials” Section, above. CMARE shall store all maintenance materials in accordance with the "CMARE's Storage and Protection of Products" Section.

13.23.13 CMARE shall be responsible for any damage it causes to the designated area and for restoring the area to its original condition when CMARE ceases using the area. CMARE shall repair any damage and perform such restoration. If CMARE fails to perform such repair or restoration in a timely manner, County may perform that work and CMARE shall reimburse County for repair or restoration costs plus a 5% administrative fee.

13.24 FUGITIVE DUST EMISSION CONTROL

CMARE shall comply with SCAQMD Rule 403 including, if applicable to prepare and submit to County and for acceptance by SCAQMD a Fugitive Dust Emission Control Plan, as required for Project work. CMARE shall also notify County of any condition that could lead to noncompliance with the Rule 403 requirements. If a Fugitive Dust Emissions Control Plan is required pursuant to Rule 403, CMARE may not conduct any activities governed by SCAQMD Rule 403 until County has accepted CMARE's Plan and the Plan is accepted by SCAQMD. If CMARE fails or refuses to immediately correct any noncompliance with the provisions of this Section, County may terminate Contractor's right to proceed with the work and County may exercise its rights under the "TERMINATION FOR CAUSE" Section of these General Conditions.

Whether or not CMARE's right to proceed with the work is terminated, CMARE and the CMARE's sureties shall be liable for any damage to the County resulting from CMARE's refusal or failure to complete the work within the specified time.

CMARE shall not be entitled to any time extensions or compensation for any cost due to any such action as a result of Contractor's failure to comply with the provisions of the accepted Fugitive Dust

Emission Control Plan. CMARE shall be responsible for ensuring that all Subcontractor(s) comply with the provisions of this Section. CMARE shall be liable for any action or fine imposed by the SCAQMD on those incidents of noncompliance that are within the CMARE's area of responsibility.

13.25 BIOLOGICAL AND HABITAT PROTECTION

County will inform CMARE of any biological resources that would or could be impacted by the Project, and specify any required mitigation measures or procedures to protect those resources during construction. CMARE shall be responsible for complying with these protection measures, and for ensuring that all Subcontractors also comply. County has the authority to perform inspections of CMARE's work area at any time to ensure that these measures or procedures are being followed.

13.26 RED IMPORTED FIRE ANT INTERIOR QUARANTINE OF ORANGE COUNTY

CMARE shall be responsible for strict compliance with the quarantine of the County of Orange for the red imported fire ant ("RIFA") as defined in California Code of Regulations, Title 3, Section 3432 and incorporated herein by reference. CMARE shall arrange for any California Department of Food and Agriculture inspections, certifications, or approvals necessary to perform any portion of the Project. A copy of the form used to request such inspections is available from OC Planning. CMARE shall bear the full financial responsibility of any assessed fine or penalty resulting from CMARE's violation of any law, regulation, or permit related to RIFA control. CMARE shall submit to County for County's approval an acceptable detailed incident report within 5 working days of the date of any violation or not later than 5 working days from the date of the notification of the violation, whichever is later.

13.27 COMPLIANCE WITH “PERFORMANCE” SECTION

CMARE shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the CMARE's failure to comply with the requirements of this “Performance” Section. CMARE shall be responsible for ensuring that the CMARE's Subcontractor(s) comply with the provisions of this Section. CMARE shall be liable for any fine or penalty imposed by any regulatory agency or for any other cost incurred by County as a result of regulatory noncompliance arising from any action or inaction of CMARE or its Subcontractor(s).

14 CHANGES

14.1 COST REDUCTION INCENTIVE

14.1.1 As authorized by Public Contract Code Section 7101, CMARE may submit to County written proposals for modifying the Plans, Special Provisions, or other requirements of the Contract Documents for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair in any manner the essential functions or characteristics of the Project, including, but not limited to, service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

14.1.2 Cost reduction proposals shall contain the following information:

a) Descriptions of both the work called for by the Contract Documents and the proposed changes.

b) Itemization of the Contract Document requirements that must be changed if the proposal is adopted.

c) Detailed estimate of the cost of performing the work under the existing Contract Documents and under the proposed change.

d) Prediction of the effects the proposed change would, if adopted, have on other costs to County, such as County-furnished property costs, cost of future construction, and costs of maintenance and operation.

e) Statement of the time by which a Change Order adopting the proposal must be issued in order to obtain the maximum cost reduction.

14.1.3 The provisions of this "COST REDUCTION INCENTIVE" Section shall not be construed to require County to consider any cost reduction proposal that may be submitted hereunder; County will not be liable to CMARE for failure to accept or act upon any cost reduction proposal submitted pursuant to this Section; and County will not be liable to CMARE for any delays to the work attributable to any such proposal. If a cost reduction proposal is similar to a change in the Plans or Special Provisions, that change is under consideration by County for the Project at the time said proposal is submitted, or if such a proposal is based upon or similar to Standard Specifications, Reference Specifications, or Standard Plans adopted by County after the advertisement for the Project, County will not accept such proposal and reserves the right to make such changes without compensation to CMARE under the provisions of this Section.

14.1.4 CMARE shall continue to perform the work in accordance with the requirements of the Contract Documents until an executed Change Order incorporating the cost reduction proposal has been issued.
If an executed Change Order has not been issued by the date upon which CMARE's cost reduction proposal specifies that a decision should be made, such cost reduction proposal shall be deemed rejected.

14.1.5 County shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. County may accept documentation that varies from the requirements in subsection (b), above, if in its sole and absolute discretion, County determines that the_alternate documentation is sufficient to allow County to evaluate the cost reduction proposal. In determining the estimated net savings, County reserves the right to disregard the Bid Schedule or Schedule of Values if, in the sole judgment of County, such schedules do not represent a fair measure of the value of work to be performed or to be deleted. The decision of County as to the acceptance or rejection of such proposals, and as to the estimated net savings in construction costs, shall not be subject to the "DISPUTES" Section of these General Conditions.

14.1.6 County reserves the right to require CMARE to pay County's costs of investigating a cost reduction proposal submitted by CMARE as a condition of considering such proposal. Where such a condition is imposed, CMARE shall indicate CMARE's acceptance thereof in writing, and such acceptance shall constitute full County for County to deduct amounts thereby payable to County from any monies due or that may become due to CMARE under the Contract Documents.

14.1.7 If CMARE's cost reduction proposal is accepted in whole or in part, such acceptance will be by a Change Order, which shall specifically state that it is executed pursuant to this Section. Such Change Order shall incorporate the changes in the Plans and Special Provisions that are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect, and shall include any conditions upon which County's approval is based if the approval of County is conditional. The Change Order shall also set forth the net savings in the cost of performing the work attributable to the cost reduction proposal effectuated by the Change Order and shall further provide that CMARE be paid 50% of the net savings in construction costs as determined by County.

14.1.8 Acceptance of the cost reduction proposal and performance of the work thereunder shall not extend the time for completion of the Project unless such extension is specifically provided for in the Change Order authorizing the use of the cost reduction proposal.

14.1.9 The amount specified to be paid to CMARE in the Change Order that effectuates a cost reduction proposal shall constitute full compensation to CMARE for the cost reduction proposal and for the performance of the work thereunder pursuant to the Change Order.

14.1.10 County expressly reserves the right to adopt a cost reduction proposal for general use on contracts let or administered by County when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the CMARE who first submitted such proposal will be eligible for compensation pursuant to this Section, and in that case, only as to those contracts awarded to CMARE prior to submission of the accepted cost reduction proposal and as to which such cost reduction proposal is also submitted and accepted. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Section if the identical or similar previously submitted proposals were not adopted for general application to other contracts let or administered by County. Cost reduction proposals accepted by County shall become the intellectual property of County. Subject to the provisions contained herein, the State or any other public entity shall have the right to use any accepted cost reduction proposal without obligation or compensation of any kind to CMARE.

14.2 CHANGE ORDERS

County may, at any time, by written order, and without notice to the sureties, make changes to the Contract Documents if within the general scope of the Project. Changes made pursuant to this section are only too utilized if the appropriate Contingency fund has been exhausted. If such changes cause an increase or decrease in the CMARE's cost, or the time required for performance of the Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly by County and CMARE.

14.2.1 County's Change Order Requests: County shall issue a written request ("Change Order Request") which shall set forth in reasonable detail the nature of the change and the type of quote requested (lump sum or time-and-materials with a not-to-exceed amount) and whether such change involves additions, deletions, or other revisions to the Contract Documents. Within 7 days of receiving County's Change Order Request, CMARE shall present to County a detailed proposal for change in Contract Price and/or a change in the Contract Time from that set forth in the Contract. If such change causes an increase or decrease in CMARE's cost or the time required for performance of the work, an equitable adjustment shall be made and the Contract Price and/or Contract Time modified in writing accordingly by a Change Order.

14.2.2 CMARE's Request for Change: If CMARE believes that a change in the Contract Documents, including any change in Contract Price or Contract Time, is appropriate, it shall submit, within 7 days of the event giving rise to the proposed change, a written request ("Request for Change") to County to issue a Change Order. Timely notice to County is essential to County's identification, prioritization, and response to claimed changes, including any claimed delays, and CMARE's failure to give County timely notice of such claims shall be presumed to be prejudicial to County. CMARE's failure to submit a notice to County within 7 days after the date CMARE first recognized, or should have recognized in the exercise of ordinary care, any event giving rise to any proposed change shall constitute a waiver by CMARE of any request for or entitlement to an increase in the Contract Price or Contract Time.

CMARE's Request for Change shall include a description of the proposed change in the Contract Documents, the event or circumstance giving rise to the need for the change, and any proposed

change in the Contract Price and/or Contract Time associated with the Request for Change. If the Request for Change includes a proposal to increase the Contract Time, CMARE shall include a description of: (1) the cause(s) for the proposed extension of time, including but not limited to causal events and responsible persons and organizations; (2) the dates (or anticipated dates) of performance of the changed work; (3) activities on the Accepted Construction Schedule affected by the change, any new activities created by the change, and their relationship with existing activities; (4) the anticipated extent of any claimed increase to the Contract Time; and (5) recommended action to avoid or minimize the increase. If County agrees that a change in the Contract Documents is appropriate, County may use the same options described in the "Lump Sum Change Orders" and "Time-and-Materials Change Orders" Sections below in response to CMARE's Request for Change. CMARE waives all claims as to which it has not provided County with notice through a Request for Change in accordance with this Section. In the event of a claim or litigation arising from any disagreement involving CMARE's Request for Change, CMARE's compensation (if any) shall be limited to an amount calculated in accordance with the "Time-and-Materials Change Orders" Section below.

14.2.3 Lump Sum Change Orders: For a lump sum change, CMARE's quote shall be itemized and supported with sufficient substantiating data (including but not limited to detailed subcontractor estimates, supplier quote sheets, prices, invoices, and rate sheets) to permit evaluation with respect to the following costs:

a) Labor (show hourly rate multiplied by estimated hours);

b) Payroll taxes on labor;

c) Materials, supplies, and equipment (include unit costs and estimated quantities);

d) Machinery and equipment rental (include rental rates and estimated durations);

e) Sales, use, or similar taxes related to the work;

f) Other Items: County may authorize other items that may be required for the changed work. Such items include labor, services, material, and equipment that are different in their nature from those required for the work and that are of a type not ordinarily available from CMARE or any of its subcontractors;

g) Reasonable overhead and profit associated with the change, not to exceed 15% on above items if CMARE uses its own forces to perform changed work. If CMARE's subcontractor's forces perform changed work, then the subcontractor shall be entitled to a maximum of 15% on above items and CMARE shall be entitled to a maximum of 6% on above items for its overhead and profit on the changed work. County will pay only one overhead and profit markup of 6% for CMARE and one markup of 15% for the subcontractor in connection with changed work, regardless of the actual number of intervening subcontractors involved in the changed work; and

h) Premiums for all bonds and insurance (the maximum amount for this shall be 2% of above items and CMARE shall provide documentation demonstrating it will actually incur an increase in insurance costs directly attributable to the change, if demonstrated, we can pay more).

County may reject CMARE's lump sum proposal, may negotiate with CMARE a revision of the requested change and associated lump sum proposal, or may approve the CMARE's lump sum proposal and incorporate it into a Change Order.

14.2.4 Time-and-Materials Change Orders: For a time-and-materials change, County shall determine the adjustment to the Contract Price on the basis of actual costs as follows:

a) Cost of materials and supplies (show actual unit cost multiplied by actual quantity). The cost of materials shall be at invoice price or the lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus freight and delivery. County reserves the right to approve materials and sources of supply or to supply materials to CMARE if necessary for the progress of the work. No markup for overhead and profit shall be applied to any material provided by County.

b) Tool and equipment rental. County will not pay for the use of tools that individually have a replacement value of $200 or less. Regardless of ownership, the equipment rental rates shall be based upon the edition of equipment rental rates published by the Caltrans Division of Construction, or locally available rate or other reference acceptable to County current as of the date the changed work is performed. The rental rates paid shall include the cost of fuel, oil lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidents. Necessary loading and transportation costs for equipment used on the changed work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to County than holding it at the work site, it shall be returned, unless CMARE elects to keep it at the work site at no expense to County. All equipment shall be acceptable to County, in good working condition, and suitable for the purpose for which it is to be used. Manufacturers' ratings and approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The reported rental time for equipment already at the work site shall be the duration of its use on the changed work, commencing at the time it is first put into actual operation on the changed work, plus the time required to move it from its previous site and back or to a closer site. CMARE shall submit invoices for tool and equipment rental costs. If CMARE does not submit invoices, County may establish the rental costs at the lowest price which was current at the time the changed work was performed.

c) Cost of labor (show actual total hourly rate multiplied by actual hours spent on changed work). The costs of labor shall not exceed the wages prevailing for each craft or type of workers performing the changed work at the time the changed work is done. The costs of labor shall include the actual basic hourly rate, plus employer's actual regular payments for health and welfare, pension, vacation or holiday, training, and other direct costs resulting from federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements and shall be supported by payroll records. The costs of labor shall not include any amount for bonuses or extraordinary vacation or holidays. The use of a labor classification that would increase the changed work cost will not be permitted unless CMARE establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportional to all of their assigned work and only that applicable to changed work shall be paid. Non-direct labor costs including superintendence shall be considered part of the markup for overhead and profit below.

d) Sales taxes on materials (percentage of item a), above).

e) Payroll tax on labor (percentage of item c), above).

f) Insurance (workers' compensation and liability insurance).

g) Other Items. County may authorize other items that may be required for the changed work. Such items include labor, services, material, and equipment that are different in their nature from those required for the work and that are of a type not ordinarily available from CMARE or any of its subcontractors. CMARE shall submit invoices covering all such items in detail.

h) Overhead and profit. CMARE shall receive a maximum **3.15%** for overhead and profit on above items if CMARE uses its own forces to perform changed work. If CMARE's subcontractor's forces perform changed work, then the subcontractor shall be entitled to a maximum of **3.15%** on above items for its overhead and profit and CMARE shall be entitled to a maximum of **3.15%** on above items for its overhead and profit on the changed work. County will pay only one overhead and profit markup of **3.15%** for CMARE and one markup of **3.15**% for the subcontractor in connection with changed work, regardless of the actual number of intervening subcontractors involved in the changed work. County will not pay any overhead or profit for omitted work.

i) Bond and insurance (2% of above items, if demonstrated, County can pay more).

CMARE shall keep and present, in such form as County may prescribe, an itemized accounting of the costs or savings attributable to the changed work, together with appropriate supporting data. The accounting shall include a daily job record in quadruplicate containing a detailed description of the labor (workers, classifications, and hours worked); quantities of materials used; equipment used (identifying the equipment and the hours of use); and any other services and expenditures in such detail as County may require. Upon being signed and agreed to by County and CMARE at the end of each day's performance, the daily job record will become the basis for payment for the changed work. But such Contract shall not preclude the County from thereafter conducting an audit and adjusting the basis for payment. Failure by CMARE to submit the daily report by the close of the next working day may constitute a waiver of any rights for that day. Upon request by County, CMARE shall permit County to inspect CMARE's original estimate for the Project, subcontract agreements, or purchase orders relating to the change. Upon completion of the changed work ordered to be performed on a time and materials basis, County will then issue a unilateral Change Order adjusting the Contract Price according to the actual costs incurred and, if appropriate, adjusting the Contract Time.

14.2.5 Unilateral Change Orders: If County and CMARE cannot reach an agreement on a proposed change, County may issue a Unilateral Change Order directing work on a time-and-materials basis as set forth above.

14.2.6 No Extension of Contract Time without Critical Path Delay: CMARE shall not be entitled to an extension of the Contract Time unless CMARE demonstrates a delay to the Critical Path shown on the most recent Accepted Construction Schedule.

14.2.7 No Additional Compensation for Early Completion: Nothing contained in the Contract Documents creates any contractual right, express or implied, on the part of CMARE to early completion of the Project. Under no circumstances shall County owe additional compensation to CMARE for CMARE's inability to achieve completion of the Project before the expiration of the Contract Time, whether or not such inability is caused by the acts or omissions of County or any other party for which County is responsible, regardless of any approval by County of the Accepted Construction Schedule.

Credits: Regardless of whether the equitable adjustment associated with changed work is recorded through a lump sum or time-and-materials Change Order: (1) if the net value of a change to the work results in a credit from CMARE, then the credit given shall include costs as well as overhead and profit; or (2) if the net value of a change to the work results in additional costs, then overhead and profit will only be applied to the amount by which the added costs of the change exceed the credited amount. When a change proposed by County results in the deletion of work and the County and CMARE are unable to agree upon the cost, overhead, and profit thereof, the County's estimate of the cost, overhead, and profit shall be deducted from the Contract Price by a Change Order unless within 15 days of receiving the County's estimate CMARE presents proof that the County's estimate is in error.

14.2.8 Overhead and Profit: CMARE shall receive a maximum __% for overhead and profit on above items if CMARE uses its own forces to perform changed work. If CMARE's subcontractor's forces perform changed work, then the subcontractor shall be entitled to a maximum of __% on above items for its overhead and profit and CMARE shall be entitled to a maximum of __% on above items for its overhead and profit on the changed work. County will pay only one overhead and profit markup of __% for CMARE and one markup of __% for the subcontractor in connection with changed work, regardless of the actual number of intervening subcontractors involved in the changed work. County will not pay any overhead or profit for omitted work.

Regardless of whether the equitable adjustment associated with changed work is recorded through a lump sum or time-and-materials Change Order, the amount County pays for overhead and profit shall be CMARE's only compensation for: all costs of supervision, superintendence, and scheduling; wages of timekeepers, watchmen, and clerks; tools individually valued at $200 or less; incidentals; any and all field and home office expenses; costs of estimating and preparing change orders; all impact costs including but not limited to lost productivity associated with "learning curves," "productivity factors," and "ripple effects"; and all other expenses not included in itemized costs.

14.2.9 Compensation for Delay: CMARE shall be compensated for its substantiated actual, direct expenses, together with the markup for overhead and profit described in "Overhead and Profit" above, resulting from delay for which County is responsible. Under no circumstances shall County compensate CMARE for extended home office overhead or profit based on an "*Eichleay* formula" or any other proportionate allocation of CMARE's overhead expenses or profit, all of which shall be deemed to have already been included in the above-described markup.

14.2.10 Unit Price Changes: If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve substantial change in character of the work from that shown on the Plans or Special Provisions, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price. If the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Special Provisions varies from the Bid quantity by 25% or less, payment will be made at the Contract Unit Price. If the actual quantity of the item of work varies from the Bid quantity by more than 25%, then payment will be made as described in Subsection (a) "Increases of More than 25%," or Subsection (b) "Decreases of More than 25%," below, as appropriate. If a change is ordered in an item of work covered by a Contract Unit Price, and such change involves a substantial change in the character of the work from that shown on the Plans or Special Provisions, an adjustment in payment will be made as described in Subsection (c) "Substantial Change in Character of the Work," below.

14.2.11 Increases of More than 25%: Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Special Provisions exceed the Bid quantity by more than 25%, then payment for the quantity in excess of 125% of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the CMARE and County or, at the option of County, on the basis of Time and Materials Change Orders, described above. However, in no event will payment be more than would be paid for the actual quantity at the Contract Unit Price.

14.2.12 Decreases of More than 25%: Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Special Provisions, be less than 75% of the Bid quantity, then an adjustment in payment will not be made unless CMARE requests an adjustment in writing and adequately demonstrates that the reduction in quantity has increased CMARE's per-unit cost of performing the work item. If CMARE so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by CMARE and County, or at the option of County, on the basis of Time and Materials Change Orders, described above.

However, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be paid for 75% of the Bid quantity at the Contract Unit Price.

14.2.13 Substantial Change in Character of Work: If a change in an item of work covered by a Contract Unit Price involves a substantial change in the character of work from that shown on the Plans or Special Provisions, then an adjustment to the payment for the Work may be made by mutual agreement of CMARE and County as an adjustment to the Contract Unit Price, as a Lump Sum Change Order, or at County's option as a Time and Materials Change Order, as described above.

15 DELAYS DUE TO WEATHER AND FORCE MAJEURE

15.1 Subject to the other provisions of these Contract Documents, CMARE may be entitled to an extension of the Contract Time, but no damages or increase in the Contract Price, for delays arising from the following causes when they occur beyond CMARE's or its Subcontractors' control, fault, or negligence:

15.1.1 Acts of God (tornadoes, fires, hurricanes, blizzards, earthquakes, typhoons, or floods), war, civil unrest, trade embargoes, labor disputes, or strikes necessitating stoppage of work; or

15.1.2 Weather days necessitating stoppage of work in excess of the number of anticipated weather days specified in the “Contract Time” Section of the Contract. The Contract Time shall be deemed to take into account the number of working days specified in the Contract (“anticipated weather days”) that stoppage of work can reasonably be expected at the Project site due to rain or other adverse weather conditions, and CMARE agrees that the number of weather days indicated in the Contract is a reasonable approximation of the number of weather days that may impact the work. CMARE's construction schedule shall include this number of anticipated weather days. Time extensions for weather days will only be considered when the number of days in question exceeds the number of days specified in the Contract, those days impact a Critical Path element of the Project, and CMARE cannot redirect work efforts to unaffected portions of the Project. If CMARE believes that the progress of the work has been adversely affected by weather, CMARE shall submit a written request for extension of time to County.

15.1.3 A written request for any extension of the Contract Time shall be delivered to County within 7 days of the first date of commencement of each delay. CMARE's failure to submit such request within the time specified will be considered grounds for refusal by County to consider such request.

15.1.4 If the Project involves the construction of a permanent structure, no extensions of time will be made for weather after the principal portions of the work are enclosed. County shall determine when the structure is "enclosed" for purposes of this provision.

15.1.5 Extensions of time due to weather or force majeure, when granted, will be on the basis of 1.4 calendar days credit for every working day lost, with the credit for each separate extension rounded off to the nearest whole calendar day. A “working day lost” will not include any day during which at least 60% of the normally scheduled workforce is able to work for at least five hours of the day.

15.1.6 CMARE shall not be entitled to any extension under this Section if the unforeseen circumstances occur beyond the Contract Time.

16. CONDITIONS AFFECTING THE WORK

16.1.1 Existing Site Conditions: Information regarding the work site represented in the Plans and Special Provisions is believed to be correct, but unless expressly stated in the Contract Documents, County does not warrant either the completeness or accuracy of such information. CMARE shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the general and local conditions that can affect the work or the cost thereof. Any failure by CMARE to do so will not relieve CMARE from responsibility for successfully performing the work without additional expense to County.

16.1.2 Site Investigation and Representation: CMARE acknowledges satisfaction as to the nature and location of the work; the general and local conditions, particularly those bearing upon availability of transportation and access to the site; disposal, handling and storage of materials; availability of labor, water, electric power, telephone, and roads; uncertainties of weather or physical conditions at the site; the conditions of the ground; the character of equipment and facilities needed prior to and during the performance of the work; and all matters that can in any way affect the work or the cost thereof under this Contract.

CMARE further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from CMARE's inspection of the site and from reviewing any available records of exploratory work furnished by County or included in the Contract Documents. Failure by CMARE to become acquainted with the physical conditions of the site and all the available information will not relieve CMARE from responsibility for properly estimating the difficulty or cost of successfully performing the work.

CMARE warrants that as a result of examination and investigation of all the above-described data, CMARE can perform the work in a good and workmanlike manner and to the satisfaction of County. County assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of the Contract unless: (1) such representations are expressly stated in the Contract Documents; and (2) the Contract Documents expressly provides that the responsibility therefore is assumed by County.

16.1.3 Information on Site Conditions

16.1.4 General: Any information obtained by the County regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities as applicable, and similar data will be available for inspection upon request. Such information is offered as supplementary information only and not part of the Contract Documents. County assumes no responsibility for the completeness or interpretation of such information.

16.1.5 Topographic Maps: Topographic maps were used in the Project design. Bidders may inspect such maps upon request to the County or may obtain copies upon payment of the cost to reproduce the copies.

16.1.6 Subsurface Investigation: When test holes, if any, have been excavated to indicate subsurface materials at particular locations, County assumes no responsibility whatsoever in respect to the sufficiency or accuracy of borings made, or of the log of test borings, or of other investigations, or of the interpretations made thereof, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur. A log of test borings, if any, showing a record of the data obtained on subsurface conditions may be examined upon request. CMARE may make arrangements with County for permission to conduct such additional subsurface investigation as may be necessary to verify existing conditions. CMARE shall examine the site and may make arrangements with County to conduct CMARE's own subsurface investigation.

16.1.7 Changed Conditions: CMARE shall promptly, but in no event more than 7 days after the condition is first observed, notify County in writing of the following site conditions ("Changed Conditions") and shall leave such conditions undisturbed until otherwise directed by County:

16.1.8 Subsurface or latent physical conditions at the site differing materially from those represented in the Contract Documents;

16.1.9 Unknown physical conditions at the site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract; and

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16.1.10 Material differing from that represented in the Contract Documents which CMARE believes may be hazardous waste pursuant to Health & Safety Code Section 25117.

16.1.11 Upon written notice of Changed Conditions from CMARE, County shall promptly investigate such conditions. If County finds that such conditions do materially differ and cause an increase or decrease in the cost of or the time for performance of the work, County may, at its discretion: (a) terminate all or part of the Contract in accordance with "Termination For Convenience Of County" Section of these General Conditions; (b) issue a written change to the Contract in accordance with the "Changes" Section of these General Conditions; or (c) make any other appropriate arrangements to address the Changed Conditions. Any claim by CMARE for adjustment hereunder shall not be allowed unless CMARE has given proper notice.

In the event that a dispute arises between the Parties as to whether the conditions constitute Changed Conditions or affect the price or time for performance of any part of the work: (i) CMARE shall submit a written notice of potential claim to County; (ii) CMARE shall then proceed with all work to be performed under the Contract; and (iii) CMARE shall not be excused from any scheduled completion date provided for by the Contract. CMARE shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes between the Parties.

16.1 EXECUTION OF CHANGED WORK

CMARE shall promptly proceed with the work described in a Change Order. Nothing provided in this "Changes" Section shall excuse the CMARE from proceeding with the execution of the work as changed.

16.2 DIRECTOR

The Director is authorized by County's Board of Supervisors to order changes or additions in the work where the cost of such change does not exceed the limits specified in Public Contract Code Section 20142. Only the Board of Supervisors may approve changes greater than those limits.

16.3 MINOR CHANGES IN THE WORK

County shall have County's PM to order minor changes in the work not involving an adjustment in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order and shall be binding on CMARE. CMARE shall carry out such written orders promptly.

17 TERMINATION

17.1 TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provision of the Contract, County may at any time and without cause terminate the Contract, in whole or in part, upon not less than 30 days written notice to the CMARE. Such termination shall be affected by delivery of a Notice of Termination to CMARE specifying the effective date of the termination, whether the Contract shall be terminated in whole or in part, and, if applicable, the portion of work to be terminated. CMARE shall immediately stop work in accordance with the Notice of Termination and comply with any other direction as may be specified in the Notice of Termination or as provided subsequently by County. County shall pay CMARE for the work completed and accepted by County prior to the effective date of the termination, and such payment shall be CMARE's sole remedy. Under no circumstances will CMARE be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination in whole or in part under this provision. CMARE shall insert in all subcontracts that the Subcontractors shall stop work on the date of and, if applicable, the portion of work to be terminated in a Notice of Termination and shall require Subcontractors to insert the same condition in any lower tier subcontracts.

18 TERMINATION FOR CAUSE

If CMARE fails to carry out the requirements of the Contract, including but not limited to by: failing to commence the work within the time specified; failing to prosecute the work with such diligence as will ensure its completion within the Contract Time; failing to complete the work within the Contract Time; failing to execute the work in the manner specified in the Contract Documents; persistently, willfully, or knowingly failing to comply with applicable laws and regulations; becoming insolvent; assigning or subcontracting any part of the work without County's consent; or if in the opinion of the Board of Supervisors CMARE is not complying in good faith with the Contract; then County may, by written notice to CMARE, terminate for cause CMARE's right to proceed with the work or such part of the work as to which there has been delay, breach, or other default.

18.1.1 Upon receipt of written notice from County of a termination for cause, CMARE shall cease operations as directed by County in the notice and take all actions necessary, or as County directs, for the protection and preservation of the work.

18.1.2 After issuing a notice of termination for cause, County may take over the work and prosecute the same to completion by whatever means County deems reasonable, by contract or otherwise, and may take possession of and utilize in completing the work such materials, equipment, supplies, Contract Documents, and other information in whatever form as may be on the site for the work and necessary therefor.

18.1.3 If County terminates for cause CMARE's right to proceed with the work, or CMARE otherwise fails to prosecute the work to completion, then the resulting damage will include but not be limited to Liquidated Damages for such reasonable period of time as may be required for completion of the work together with any costs incurred by County to complete the work in excess of the unpaid Contract Price. CMARE shall not be entitled to receive any further payment under the Contract until the work is complete. If County's cost of completing the work, Liquidated Damages, and other damages exceed the unpaid balance of the Contract Price, then CMARE and CMARE's sureties shall pay the difference to County within thirty days of County's demand therefor.

18.1.4 Whether or not County issues a written notice of termination for cause, CMARE and CMARE's sureties shall be liable for any damage to County resulting from CMARE's refusal or failure to complete the work within the specified time or from CMARE's other breach or default with respect to the performance of the work.

18.1.5 CMARE's right to proceed shall not be terminated for cause nor will CMARE be charged with resulting damage if the delay in the completion of the work arises from causes beyond the control and without the fault or negligence of CMARE, including but not limited to those circumstances described in the "Weather Days And Force Majeure" Section of the General Conditions, acts of County, or acts of another contractor in the performance of a contract with County.

18.1.6 The rights and remedies of County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

19 DISPUTES AND CLAIMS

19.1 DISPUTES AND CLAIMS

19.1.1 Continuing Performance during Dispute Resolution: In the event of a claim or dispute between CMARE and County as to performance of the work, a demand for an extension of time, the interpretation of the Contract Documents, or payment or nonpayment for work performed, CMARE and County shall attempt to resolve the claim or dispute. Pending resolution of the claim or dispute,

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CMARE shall continue the work diligently to completion as directed by County. If the claim or dispute is not resolved, CMARE agrees that it will neither rescind this Contract nor stop the progress of the work.

19.1.2 Claims for $375,000 or less: In the event of a claim of $375,000 or less, the Parties shall resolve the claim pursuant to Public Contract Code Section 20104, et seq., summarized herein. A claim is defined as CMARE's demand for: (i) a time extension; (ii) payment of money or damages arising from work done by, or on behalf of, CMARE pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or (iii) an amount the payment of which is disputed by County.

a) Pursuant to Public Contract Code Section 20104.2, all claims must be in writing, must be accompanied by documents necessary to substantiate the claims, and must be filed on or before the date of final payment. The County's time to respond in writing and/or request additional documentation shall be as set forth in Public Contract Code Section 20104.2.

b) If CMARE disputes County's written response or County fails to respond, CMARE may demand an informal conference. If the claim remains in dispute following the conference, CMARE may file a claim under Government Code Sections 900, et seq. The time limit for filing such claim may be tolled as provided in Public Contract Code Section 20104.2(e).

c) The foregoing provisions do not apply to tort claims and do not affect the time periods for filing tort claims.

d) In the event a civil action is filed stemming from a claim subject to Public Contract Code Sections 20104, et seq., the Court shall submit the matter to nonbinding mediation unless waived by mutual stipulation. If after mediation the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Code of Civil Procedure Section 1141.11, and the arbitration shall proceed pursuant to the terms set forth in Public Contract Code Section 20104.4(b).

e) Attorney's fees arising from a trial de novo shall be awarded as provided by Public Contract Code Section 20104.4(b) (3).

19.1.3 Claims in Excess of $375,000: The dispute resolution procedure set forth in Public Contract Code Sections 20104, et seq., shall not apply to resolution of claims in excess of $375,000, which claims shall be resolved by a court of competent jurisdiction in Orange County, California, after the Project has been completed and not before.

19.1.4 Time for Submitting Claims in Excess of $375,000 and Waiver of Untimely Claims: CMARE shall submit any claim for additional compensation in excess of $375,000 to County in writing, with documents necessary to substantiate the claim, stating the alleged facts giving rise to and the alleged basis for the claim, and when the facts giving rise to the claim became known to CMARE. Any such claim that CMARE fails to submit to County within 30 days after CMARE discovers the facts giving rise to the claim shall be deemed waived. In no event shall a claim for additional compensation in excess of $375,000 be asserted after CMARE submits an application for final payment or after there has been a cessation of the work.

20 OCCUPANCY

20.1 PARTIAL OCCUPANCY

20.1.1 County reserves the right to enter and install equipment within each portion of the Project as it is ready to receive same, upon the condition that CMARE shall not be responsible for equipment so

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placed other than loss or damage caused by the acts or omissions of CMARE or those in CMARE's employ. Such partial occupancy by County shall not constitute acceptance of the Project or of work not completed in accordance with the Contract Documents, nor shall it in any way relieve CMARE from correcting defective workmanship or materials in the area where County has installed equipment.

20.1.2 County reserves the right to take possession of or use all or part of any work prior to completion and final acceptance of all the work. If County exercises this right, CMARE shall be relieved of liability for loss or damage to completed portions of the work other than loss or damage caused by the acts, omissions, or breaches of warranty by CMARE. Such taking of possession by County shall not relieve CMARE from any other provisions of the Contract Documents, shall not constitute a final acceptance of any such work or of work not completed in accordance with the Contract Documents, and shall not relieve CMARE from responsibility for correcting defective workmanship or materials in the area so occupied.

20.1.3 County may at any time during the performance of the work enter the work area for the purpose of performing any necessary work by County labor or other contractors, and for any other purpose in connection with the installation of facilities. In doing so, County shall endeavor not to interfere with CMARE, and CMARE shall not interfere with other work being done by or on behalf of County.

21 ACCEPTANCE

Unless otherwise provided in the Contract Documents, County's acceptance of CMARE's work shall be accomplished by County recording a Notice of Completion as promptly as practicable after completion, inspection, and testing of all work required by the Contract Documents. County's acceptance of the work shall be the start date of CMARE's obligations under the "One-Year Correction Period" Section of the General Conditions, and of the manufacturers' and installers' warranties required by the Contract Documents. County's acceptance of the work shall not be construed to limit County's rights under the Contract Documents or release CMARE from any responsibility for latent defects, for correcting Defective Work, or for honoring any warranty obligations of the Contract Documents.

22 MISCELLANEOUS PROVISIONS

22.1 ASSIGNMENT

Neither the Contract nor any portion thereof may be assigned by CMARE unless approved in writing by County. If CMARE is not a corporation with publicly traded stock, then the transfer of more than 10% of the stock held by shareholders of the corporation or a change in the composition of the board of directors of the corporation shall be deemed an assignment for purposes of this clause. Any attempted assignment contrary to the provisions of this Section shall be void.

Notwithstanding the foregoing, claims for monies due or to become due to CMARE from County under the Contract may be assigned with the written consent of the Director to a surety, bank, trust company, or other financial institution and may thereafter be further assigned or reassigned to any such institution. To affect such assignments, CMARE, or CMARE's assignee, shall submit a written request to County enclosing a letter from the proposed assignee indicating that it will accept such assignment.

22.2 ORAL MODIFICATION

No oral statement shall in any manner modify the Contract. All changes to the Contract must be in writing.

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22.3 NO WAIVER BY COUNTY

No failure on the part of County to exercise any right or remedy under the Contract Documents shall operate as a waiver of any other right or remedy that County may have. A waiver by County of any breach or failure to perform under the Contract Documents shall not constitute a waiver of any subsequent breach or failure. The failure of County to enforce a requirement of the Contract Documents in one or more instances shall not preclude County from subsequently enforcing such requirement(s).

22.4 RECORDS, AUDITS, AND INSPECTION RIGHTS

CMARE shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. CMARE's accounting and control system shall be in accordance with generally accepted accounting practices of the construction industry. CMARE shall preserve all of its books and records relating to this Contract, including but not limited to its job cost records, payables/receivables records, accounting books, bids, cancelled checks, receipts, subcontracts, purchase orders, journals, vouchers, payrolls, correspondence, drawings, daily logs, photographs, and memoranda, for a period of 4 years after final payment. Should CMARE cease to exist as a legal entity, CMARE shall forward its records pertaining to this Contract to the surviving entity in a merger or acquisition, or, in the event of liquidation, to County.

County, the California State Auditor, and their contracted representatives, shall have the right to examine and audit CMARE's accounting procedures and internal controls of CMARE's financial systems and to inspect and copy any books and records relating to this Contract. Such an examination, audit, and/or inspection may be requested at any time during the Project. CMARE shall cooperate fully with County and the California State Auditor in the conduct of such examinations, audits, and inspections, shall grant full access at all reasonable times to its offices, the Project site, and its books and records relating to the Contract, and shall allow County to interview CMARE's employees who might reasonably have information related to CMARE's books and records, provided that County has given CMARE at least one working day's advance notice of County's or the California State Auditor's intent to examine, audit, inspect, and interview employees. All examinations, audits, inspections, and interviews shall be conducted during normal business hours. CMARE shall include in all its subcontracts a provision giving County and the California State Auditor the same rights to examine and audit the Subcontractor's accounting procedures and internal controls of its financial systems, inspect the Subcontractor's books and records relating to the Project, and interview Subcontractor's employees as CMARE has given the County and the California State Auditor in this Section.

22.5 PUBLIC RECORDS ACT

Pursuant to the California Public Records Act ("CPRA"), Government Code Sections 6250 et seq., all records provided by CMARE to County are subject to public disclosure upon request except as otherwise provided by law. Prior to their submission to County, CMARE shall identify any records it believes are exempt from disclosure and identify the applicable CPRA exemption. If the disclosure of such records is subsequently requested, County will notify CMARE of such request. Unless CMARE obtains a protective order issued by a court restricting disclosure of the requested records, County may disclose the records if County determines that the Public Records Act requires disclosure. CMARE shall indemnify and defend County in any action to compel disclosure of such records.

22.6 PATENT INFRINGEMENT

CMARE shall promptly report to County any notice or claim of patent infringement arising from the performance of the Contract. CMARE shall, upon County's request, furnish to County any and

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all information in CMARE's possession relevant to such notice or claim. CMARE shall indemnify and defend County from any and all claims or lawsuits on account of any alleged patent infringement arising out of the performance of the Contract, and shall pay any judgment rendered against County, its officers, or its employees resulting from such claim or lawsuit.

22.7 ASSIGNMENT OF ANTITRUST ACTIONS

Public Contract Code Section 7103.5 provides: "In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor and/or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties." CMARE acknowledges and agrees to the foregoing provision and shall cause it to be included in full in its Subcontractor agreement(s) to effectuate this assignment and the requirements of Section 7103.5.

22.8 COUNTY'S PROPERTY ON SITE

All of County's property removed or displaced pursuant to this Contract shall remain the property of County unless expressly stated otherwise in the Contract Documents, and CMARE shall exercise reasonable care to prevent loss or damage to such property and shall promptly deliver it to the place designated by County. In particular, all excavated clean soil is the property of County and shall remain on site unless otherwise provided in the Contract Documents or otherwise directed by County in writing.

22.9 WRITTEN NOTICE

Any notice required under the Contract Documents to be given to County by CMARE shall be in writing and delivered to the County via U.S. mail, addressed as follows:

Attn: Richard De Jong
County of Orange
A&E Project Management
Address: 601 N Ross Street, 4th Fl, Santa Ana, CA 92701

Notice via electronic mail is insufficient.

END OF GENERAL CONDITIONS

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ATTACHMENT A
CONSTRUCTION SERVICES
FEE SCHEDULE

A. FEE SCHEDULE:

1.	Construction Fee Guarantee Maximum Price (GMP):	$ 23,973,904.00
2.	CMARE Contingency (included in GMP:	$ 656,638.00
3.	County of Orange Contingency:	$ 1,300,000.00
4.	County Funded Furniture, Fixtures, and Equipment (FF&E)	$ 2,100,000.00
5.	Total Contract Price Not To Exceed (NTE):	$ 27,373,904.00