OC PublicWorks
Integrity, Accountability, Service, Trust

PROJECT NAME: **OC Parks – Mile Square Park Waterline Break**

PROJECT LOCATION: **16801 Euclid St.**
Fountain Valley, CA 92708

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SCOPE OF WORK

Project: OC Parks – Mile Square Park Waterline Break

Location: 16801 Euclid St
Fountain Valley, CA 92708

License Req.: C-36

Work Description: Work includes, but not limited to:

1. PRV Replacement
    a) All labor and material to remove the existing two (2) Wilkins PRV's and install two (2) Wilkins ZW209 PRV's.
    b) Install a new 8" valve
2. Pipe Repair
    a) All labor and material to remove the section of asphalt at the sink hole and damaged area.
    b) Expose the broken 8" water main.
    c) Make repairs as needed.
    d) Karcher Environmental to remove and dispose of the pipe.
    e) Backfill with slurry.
    f) Install asphalt.
    g) Provide fencing.
    h) All work to be done during normal business hours.
3. Valve Replacement
    a) All labor and material to demo a 5'x5' section of asphalt to remove and replace (1) 8" valve
    b) Dig the grass area to remove and replace three (3) 8" valves.
    c) Install vaults at the two locations.
    d) Backfill, compact, and patch.

Contract Amount: $ 161,766.71

Time Allotted: **60 calendar days** for construction from date of issuance of Notice to Proceed

Working Hours: Monday – Friday; 7am – 4pm

Notes:
- Contractor to pay for their own parking during job-walk and construction.
- Contractor to pay the stipulated prevailing wage rates as required for all work on site under this contract and shall submit certified payroll upon request.
- Security background checks are required for all Probation projects.

Contact Information
Project Manager: Brian Patrick
Phone Number: 714-380-4315
Email Address: Brian.Patrick@pw.oc.gov

PART I – COUNTY - CONTRACTOR CONTRACT

THIS CONTRACT, made and entered by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County," and ***Verne's Plumbing, Inc.,*** hereinafter referred to as "Contractor." County and Contractor mutually agree as follows:

1. The complete Contract Documents comprise the sole agreement between the parties as to the subject matter therein, comprising of the County – Contractor Contract, General Conditions, and Scope of Work, inclusive of any amendments thereto. Any representations or agreements not specifically contained therein are null and void. Any amendments to any Contract Documents must be made in writing, signed by both parties. 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**: Contractor shall perform everything required to be performed, shall provide, and furnish all the labor, supervision, funding, administration, planning, scheduling, materials testing, inspecting, tools, Tasks, equipment and all utility and transportation Tasks in adequate quantity and quality to accomplish completion of the work as specified and all work inferred as necessary within the time period set forth. The work shall conform to the Contract Documents and all codes, regulations, laws, etc. referenced in the Contract Documents or by industry standard.

3. **COUNTY ACCEPTANCE**: All labor, materials, tools, equipment, and Tasks shall be furnished and work performed and completed under the general direction and subject to the acceptance of County or its authorized representatives.

4. **CONTRACT AMOUNT AND SCHEDULE**: County agrees to pay and Contractor agrees to accept in full payment for the work above agreed to be done, the sum of **One Hundred Sixty-One Thousand Seven Hundred Sixty-Six Dollars and Seventy-One Cents ($161,766.71)**, the total amount of the base bid, which sum is to be paid according to the payments Article and subject to additions, and deductions, if any, as hereinafter provided. Unless County's Project Manager authorizes an extension of time in writing, the Contractor agrees to complete the work within **60 calendar days** of issuance of Notice to Proceed to the Contractor from County. Extensions of time will only be authorized when the Contractor's inability to complete the work is not due to their own action or inaction. Construction shall not commence until a Notice to Proceed is issued in writing by County after Contractor's insurance documentation is approved by County.

5. **PAYMENTS**: During the fourth week of the calendar month following the commencement of the work and each successive month thereafter, Contractor shall prepare an accurate progress payment request on a form prescribed by County's OC Public Works. The progress payment request shall be in conformance with Article 13 Payments of the General Conditions. Approximately thirty (30) days after County's OC Public Works written approval of the payment request, the Contractor shall be paid such sum as will bring the payments each month up to ninety-five percent (95%) of the value of the work completed less any money properly withheld in accordance with this Contract, since the commencement of the work, less all previous payments, provided that the Contractor submits his request for payment prior to the last day of each preceding month. The County's Representative will review the payment request as soon as practicable to determine if it is proper. A payment request determined not to be a proper payment request suitable for payment will be returned to the Contractor within seven (7) days with a statement setting forth the reasons why the payment request is not proper. The final payment, if unencumbered, or any part thereof unencumbered, shall be made no later than sixty (60) days after completion of the work including the Contractor's submission and the County's acceptance of all required completion documents. Payments shall be made on the progress payment request signed by the County's OC Public Works, stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract, and that the amount stated in the payment request is due under the terms of the Contract. Contractor is entitled to interest pursuant to Public Contract Code Section 20104.50, if County fails to make any progress payment within 30

days after receipt of an undisputed and properly submitted payment request. Failure to make the final payment in accordance with the requirements of Public Contract Code Section 7107, shall entitle Contractor to additional payments as specified in Public Contract Code Section 7107(f). Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.

6. **LIQUIDATED DAMAGES; EXTENSION OF TIME**: In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to County the sum of **Five Hundred Dollars ($500.00),** per day for each calendar day work is delayed beyond the time allowed, and such sum shall be deducted from any payments due to or to become due to Contractor. Contractor will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of and without the fault or negligence of the Contractor including delays caused by County.

7. **WAIVER OF CLAIMS**: Unless a shorter time is specified elsewhere in this Contract, on or before making his final request for payment under Article 5 above, Contractor shall submit to County, in writing, all claims for compensation under or arising out of this Contract; the acceptance by Contractor of the 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 Contractor as unsettled at the time of his final request for payment.

8. **WARRANTY OF WORK:** Contractor warrants that all labor, materials, equipment, and workmanship furnished under this Contract shall be of good quality, free from defects, and in accordance with the Contract Documents. Contractor further warrants that the Work shall be fit for its intended purpose and free from deficiencies resulting from defective materials, equipment, workmanship, or failure to comply with the Contract Documents.

9. **WARRANTY PERIOD: Unless otherwise specified, the warranty period shall be one (1) year from** the date of Final Acceptance by Owner. Any repaired or replaced work shall be warranted for an additional one (1) year from the date such repair or replacement is completed. Manufacturer warranties that exceed the Contractor's warranty period shall be assigned to Owner and remain in effect according to their terms

10. **WARRANTY WORK**: Failure by the Contractor to take corrective action within twenty-four (24) hours after personal or telephonic notice by the County's OC Public Works on items affecting essential use of the facility, safety, or the preservation of property, and within ten (10) calendar days following written notice on other deficiencies, will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County will be claimed against Contractor or, if necessary, the Contractor's Performance Bond.

11. **WAGE RATES**: Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at *www.dir.ca.gov/DLSR/PWD*. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

12. **GOVERNING LAW AND VENUE**: This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and 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 Tasks under this Contract, the Contractor 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.

13. **APPRENTICESHIP REQUIREMENTS:** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

14. **STATE AUDIT AND ACCOUNTING RECORDS:** Pursuant to and in accordance with Section 8546.7 of the California Government Code, if this Contract involves expenditures of public funds aggregating in excess of Ten Thousand Dollars ($10,000), the Contractor shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment under the Contract.

    CONTRACTOR shall maintain records for all costs connected with the performance of the Contract including but not limited to the costs of administering the Contract, materials, labors, equipment, rentals, permits, insurance, etc. for audit or inspection by County, State, or by any other appropriate governmental agency during the three-year period.

15. **EMPLOYEE ELIGIBILITY VERIFICATION:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and **regulations**. The Contractor shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

17. **BONDS REQUIRMENTS:** If the Contract is $25,000 or more, the Contractor, will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100% of the Contract price. Said bonds shall be secured from a surety company satisfactory to the County and in accordance with the General Conditions. Signature of Surety representative must be notarized.

18. **COMPLIANCE WITH LAWS:** Contractor represents and warrants that services to be provided under

this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

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

19. **CONFLICT OF INTEREST – CONTRACTOR'S PERSONNEL:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

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

20. **CONFLICT OF INTEREST – COUNTY PERSONNEL:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

IN WITNESS WHERE OF, the Parties hereto have executed this Contract the dates shown below their respective signatures.

VERNE'S PLUMBING, INC.
a state of California corporation

By DocuSigned by: Larry Verne

Print Name: Larry Verne

Title: President

Date: 8/12/2026 | 9:41 AM PDT

By Signed by: Shari Ferguson

Print Name: Shari Ferguson

Title: Secretary

Date: 8/12/2026 | 9:48 AM PDT

COUNTY OF ORANGE
a political subdivision of the State of California

By DocuSigned by: Thanh Vu

Print Name: Thanh Vu

Title: Deputy Purchasing Agent

Date: 8/12/2026 | 9:53 AM PDT

* Note: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

1) The document **must be signed by two people**. One of them must be the chairman of the board, the president, or any vice-president. The other must be the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.

2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

PART II - GENERAL CONDITIONS

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1. DEFINITIONS

As used herein the following terms have the meaning indicated:

A. Board of Supervisors: The governing body of the County of Orange.

B. Director: The Director of OC Public Works, County of Orange, or a designated representative for the project.

C. County: The County of Orange as a legal entity, a political subdivision of the State of California.

D. A-E: The Architect or Engineer or his authorized representative retained by the County to design the project.

E. The Contract Documents: The Contract Documents consist of County-Contractor Contract, Scope of Work, Certificates of Insurance, General Conditions, Supplementary General Conditions, Drawings, Specifications, and all modifications and amendments thereto.

F. Project: The work to be performed by Contractor on behalf of County pursuant to this Contract.

G. OC Public Works: OC Public Works, County of Orange

H. County's Project Manager: County's Project Manager is responsible for planning and monitoring the project requirements, budget, design, construction, and closeout. They shall coordinate all activities with project stakeholders including: contractor(s), vendors, County Departments, and regulatory agencies. They also serve as primary contact for all stakeholders involved in the project.

2. COUNTY'S REPRESENTATIVES

A. The work will be under the general direction of the Board of Supervisors. The OC Public Works is the authorized representative of the Board of Supervisors and, under the Board of Supervisors, has complete charge of the work, and shall exercise full control of the work, so far as it affects the interest of the County.

B. The provisions in this Article or elsewhere in this Contract regarding approval or direction by the County, Board of Supervisors, or OC Public Works, or action taken pursuant thereto are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the work, either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

C. County's Project Manager is the County's exclusive contact agent to the Contractor with respect to this Project during construction and until the completion of the project.

The County's communications with the Contractor and A-E shall be exclusively through the County's Project Manager.

D. County Project Manager shall at all times have access to the work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

E. 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 Contractor's failure to carry out the work in accordance with the Contract Documents.

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

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

H. County Project Manager has the authority to disapprove or reject work on behalf of the County when, in the County Project Manager's opinion, the work does not conform to the Contract Documents.

Whenever, in County Project Manager's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, County Project Manager has the authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work shall then be fabricated, installed, or completed.

I. County Project Manager has the authority to require special inspection or testing of the work. However, neither County Project Manager's authority nor any decision made by the Project Manager in good faith whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the County to the Contractor, or any subcontractor, or any of their agents, or employees, or any other person performing any portion of the work.

J. County Project Manager has the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his subcontractors and the A-E and its consultants, to discuss such matters as procedures, progress, problems, and scheduling.

K. County Project Manager will establish procedures to be followed for processing all submittals, Change Orders, Progress payments, other project reports, documentation, and test reports.

L. County Project Manager and A-E will review all requests for changes and shall implement the processing of Change Orders including application for extensions of time.

M. County Project Manager and A-E will review and process all Progress Payment Requests by the Contractor, including Final Progress Payment Requests.

3. A-E STATUS

Unless otherwise expressly stated in the Contract between the Contractor and the County, the A-E is responsible to the County for the preparation of adequate drawings, specifications, cost estimates, and reports within the scope of his contract. A-E Tasks normally include checking of:
shop drawings 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 the 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 the work. Should A-E observe work which, in its judgment, should be stopped to prevent damage, injury, loss, or error, A-E shall notify the Contractor and the County Project Manager without delay.

4. CONTRACTOR

A. Composition: If the Contractor is comprised of more than one legal entity, each such entity shall

be jointly and severally liable hereunder.

B. Review Documents: The Contractor shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to the County Project Manager any error, inconsistency, or omission which it may discover but Contractor shall not be liable to the County for any damage resulting from any errors or deficiencies in the contract documents or other instructions by the County if the provisions hereinafter set forth are carried out by Contractor. Except as otherwise specifically provided hereinafter under warranties, the Contractor shall not be an agent for the County.

C. Superintendence: The Contractor shall maintain on site, at all times during the construction activities, a competent Superintendent. In addition to a General Superintendent and other administrative and supervisory personnel required for the performance of the work, the Contractor shall provide specific coordinating personnel as reasonably required for interfacing of all the work required for the total project, all satisfactory to County Project Manager. The superintendent shall not be changed except with consent of County Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case he shall be replaced within 24 hours by a superintendent acceptable to County Project Manager. The superintendent shall represent the Contractor in its absence and all directions given to superintendent shall be binding as if given to the Contractor.

D. Licenses and Certificates: Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the Tasks required pursuant to this Contract. Contractor shall strictly adhere to and obey all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.

E. Superintendence and Project Manager: The Contractor shall provide County Project Manager with complete work history profiles of management staff associated with this Project for County Project Manager review.

F. Contractor's Completion Schedule: The Contractor, after being awarded the Contract, shall prepare, and submit, for County Project Manager approval, a Construction Schedule for the work which shall provide for expeditious and practicable execution of the work for completion within the Contract Time. This schedule shall be coordinated with the entire Project Construction Schedule to the extent required by the Contract Documents.

G. Employee Eligibility Verification: The Contractor shall warrant that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

5. SUBCONTRACTORS

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

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

A. Licensed Subcontractors: Each subcontractor selected for the work shall be licensed in the State of California in its particular field.

B. Transactions: Transactions with subcontractors shall be made through the Contractor except when in emergency situations the General Contractor is not readily available, in which case detailed instructions will be transmitted to subcontractors directly.

C. Responsibility: Contractor shall be fully responsible to the County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as it is for the acts and omissions of itself and of persons-directly or indirectly employed by it and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's work to the extent of such subcontractor's interest therein.

D. Contractual Relations: Nothing contained in this Contract shall create any contractual relations between County and a subcontractor.

6. DRAWINGS AND SPECIFICATIONS

A. Checking: The Contractor shall check all drawings and specifications furnished to it immediately upon receipt and shall promptly notify County Project Manager of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large-scale drawings shall in general govern small-scale drawings. Door, finish hardware; etc., schedules shall govern over drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

B. Omissions and Misdescriptions: Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of County Project Manager as soon as possible. County Project Manager shall promptly notify the Contractor of the correction or addition to be made. In the event the omission or misdirection is

substantial and the custom of the trade or industry does not require the Contractor to perform the work without additional charge, County Project Manager may issue an additive or deductive change order therefore and the Contractor shall be compensated in the manner herein provided for change orders. Any adjustment by the Contractor without written determination shall be at Contractor's own risk and expense.

C. Conflicting Information: In case of conflict between sections of the specifications and/or the drawings, the Contractor shall bid the most expensive alternate.

D. Drawings and Specifications at the Site: The Contractor shall keep available at the site for ready reference a complete set of all contract drawings, details, supplementary drawings and approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence.

The Contractor shall maintain on the site a complete "as-built" record set of prints. In addition, the Contractor shall keep on the site as required a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to County Project Manager.

E. Deviations: Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from County Project Manager.

F. Contractor shall carefully review all Requests for Information (RFI's) prior to submission to A-E. RFI's shall be clearly legible, shall be specific, and shall include supporting sketches or information necessary to properly convey requested information. Contractor shall submit recommended solution(s) for A-E's review and consideration.

7. DIVISION OF THE SPECIFICATIONS

A. For convenience, these specifications are arranged in several divisions and sections, but such separations shall not be considered as the limits of the work required for any subcontract or trade; the terms and conditions of such limitations are wholly between the Contractor and its subcontractors, and the County will not be responsible for any division of work by subcontractors. The Contractor will be solely responsible for all subcontract arrangements work regardless of the location of provisions in the specifications.

B. Schedules of work included in the sections, where listed, are given for convenience only, and shall not be considered as a comprehensive list of items or work necessary to complete the work of any section.

C. Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the work.

D. Each section of the specifications is covered by applicable requirements of the Contract Documents and other related sections as if therein written.

8. SITE CONDITIONS

A. Existing Site Conditions: Information with respect to the site of the work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.

B. Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the County Project Manager in writing of:

(1) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or

(2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

(3) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

(4) County Project Manager will promptly investigate the conditions, and if, as a result, finds that such conditions do so materially differ and cause an increase or decrease in the Contractor's cost of, or the time required or performance of this contract, an equitable adjustment in accordance with Article 18 shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or, time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

C. Public Utility Facilities on Project Site: Pursuant to Government Code, Section 4215, the Contractor shall be compensated for the costs of locating and repairing damage not due to failure of Contractor to exercise reasonable care, and removing, relocating existing or protecting existing main or trunkline utility facilities located on the contract construction site and not identified in the plans or specifications with reasonable accuracy. Such compensation shall also cover the cost of Contractor's equipment necessarily idled during such work. This provision shall not be deemed to require compensation when the presence of existing Task laterals or appurtenances can be inferred from the presence of visible facilities such as buildings, meter, and junction boxes on or adjacent to the construction site. If the Contractor discovers such unidentified utility facilities during construction, he shall immediately notify County Project Manager and the utility in writing.

D. Space at Site: The Contractor shall be allowed reasonable space at the site of the work as available and access thereto and shall confine his operations to the space assigned. The work shall be done without interference with the ordinary use of streets, berthing places, fairways, and passages. The Contractor shall cooperate with other Contractors of the 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.

E. Facility Security: Contractor shall keep all doors locked while working in any buildings on the site. Keys shall not be left in the doors. Contractor shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the work. Contractor shall restrict access to the areas of the facility not specifically included in this contract for construction Tasks. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting, and then reactivate the security system (if applicable) prior to leaving the facility.

F. Security System: The site and the work area may be protected by limited access security systems. An initial access code number will be issued to the contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the contractor. Furthermore, any alarms originating from the contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.

G. Employee Acceptability: Prior to commencing any construction at the site, Contractor shall obtain security clearances of all persons and/or entities it intends to employ for this project. During the life of the project, Contractor shall remove and replace any employee working on this project when requested to do so by the County.

9. CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

10. COUNTY'S PROPERTY ON SITE

All fixtures, crops, trees, and all other personal property of the County located at the job site which are removed in the course of construction of the project remain the property of the County unless express provision to the contrary is made in the Contract between the parties, and the Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver promptly such property to the place designated by OC Public Works.

11. PROTECTION

A. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. Contractor shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety & Health. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

B. The Contractor shall maintain continuously adequate protection of its work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or representatives of the County. Contractor shall adequately protect adjacent property as provided by law and the contract documents and shall maintain reasonable security of the site at all times. Contractor shall limit visitors to the site to those necessary for construction and inspections. Visitors for other purposes shall be referred to OC Public Works. Contractor's and subcontractors' employees shall possess means of identification at all times as required by OC Public Works while on the job site.

C. In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the A-E or County, is hereby permitted to act at his discretion to prevent such threatened loss or injury. Contractor shall so act if directed or instructed by OC Public Works. Any dispute as to compensation claimed by the Contractor on

account of emergency work shall be determined by agreement as hereinafter set forth.

D. OC Public Works may notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct such conditions. Such notices, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for said purpose. Failure of receipt of such notice from OC Public Works shall not relieve the Contractor of responsibility.

E. If the Contractor fails or refuses to comply promptly, OC Public Works 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 order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor. The Contractor will be responsible for ensuring that his subcontractors comply with the provisions of this Article.

12. RESPONSIBILITY FOR DAMAGES OR INJURY

A. The County and all officers and employees thereof shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workers, or anyone employed by him.

B. The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

C. In accordance with Section 16 below, the Contractor shall indemnify, defend with counsel approved in writing by County and save harmless the County and all officers and employees thereof connected with the work, from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to 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 guarding the work; use of improper materials in construction of the work; or by or on account of any act or omission by the Contractor or his agents during the progress of the work or at any time before its completion and final acceptance.

D. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

13. PAYMENTS

A. The County shall make payments upon the contract price in accordance with Article 5 of the Contract and as hereinafter provided.

B. Public Works Projects from $5,000 to $75,000 shall be paid by progress payments or by payment upon completion of the work as established in the Contract. County may process payment(s) up to 95 percent of the actual value of the work completed. Not less than 5 percent shall be withheld until the work is complete. Retention shall be released in accordance with Public Contract Code Section 7107. Final payment shall be issued based on the completion of the work as described in this Contact and the Project Manager accepting all the work. Partial payments may be allowed at discretion of the County of Orange Project Manager.

14. ASSIGNMENT

Neither the Contract nor any portion thereof may be assigned by the Contractor without the expressed permission of the County. Claims for monies due or to become due the Contractor from the County under this Contract may be assigned, with the written consent of the Director, to a bank, trust company, or other financing institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, the Contractor, or its assignee, shall submit a written request to the County's Project Manager enclosing a letter from the proposed assignee indicating that it will accept such assignment. Any attempted assignment contrary to the provisions of this Article shall be void.

15. OTHER CONTRACTS

The Board of Supervisors may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and County employees and carefully fit its own work to such additional work as may be directed by OC Public Works. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by County employees.

16. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION PROVISIONS

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, their elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Tasks, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above.

INSURANCE PROVISIONS

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract. The County reserves the right to request the declarations page showing all endorsements and a complete certified copy of the policy.

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

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

resulting or arising from Contractor's services in accordance with the indemnity provision stated in this Contract.

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 Contractor and Additional Insureds.

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

Qualified Insurer

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

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, 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 Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	**Minimum Limits**
Commercial General Liability	$3,000,000 per occurrence
Including Products - Completed Operations	$3,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	$1,000,000 per combined single limit per accident
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per accident or disease

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

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 as broad.

Required Endorsements

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

1) An Additional Insured endorsement using ISO form CG 20 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.***

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.
3) A Products and Completed Operations endorsement using ISO Form CG 20 37 04 13, or a form at least as broad.

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.

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

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

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

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

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

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not 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 Contractor, and County shall be entitled to all legal remedies.

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

17. CHANGES

A. The Board of Supervisors may, at any time, by written order, and without notice to the sureties, make changes in the drawings or specifications of this Contract if within the general scope thereof. If such changes cause an increase or decrease in the Contractor's cost, or the time required for performance of the Contract, and equitable adjustment shall be made and the Contract modified in writing accordingly by the County and Contractor.

B. The cost or credit to the County resulting from a change in the work shall be calculated by using the unit prices in the Contract Documents, if there are any, otherwise it shall be determined in the

following manner:

(1) By mutual acceptance of a lump sum cost properly itemized and supported by sufficient substantiating data as the County Project Manager may require to permit evaluation.

For the purposes of this Article, "cost" shall be determined as follows-by the Contractor's cost proposal and the County's acceptance. Contractor's proposal must include the following breakdown and shall not exceed the total actual cost of the items listed below.

(a) Cost of materials and supplies (list unit cost and quantity)

(b) Cost of labor (show hourly rate x hours)

(c) Sales tax on materials [percentage of (a)]

(d) Payroll tax on labor [percentage of (b)]

(e) Insurance [Provide complete documentation relating to increase in insurance due this change. In no case shall the percentage be greater than 2% of (a) through (d).]

(f) Overhead and profit [maximum as defined in Subarticle s F., G. and H. on (a) through (d)]

C. OC Public Works is authorized by the Board of Supervisors to make, by written order, changes or additions to the work within the scope of this Contract. This authority to approve changes is limited to an amount not to exceed Five Thousand Dollars ($5,000) for original contracts of up to Fifty Thousand Dollars ($50,000), or ten percent (10%) of the amount of any original contract which exceeds Fifty Thousand Dollars ($50,000 but does not exceed Two Hundred Fifty Thousand Dollars ($250,000) per each change. For original contracts exceeding Two Hundred Fifty Thousand Dollars ($250,000), the amount shall not exceed Twenty-Five Thousand Dollars ($25,000), plus five percent (5%) of the amount of the original contract in excess of Two Hundred Fifty Thousand Dollars ($250,000), up to a maximum of Two Hundred Ten Thousand Dollars ($210,000) per each change.

All changes over the amounts specified above shall be subject to the approval of the Board of Supervisors.

D. Any claim of the Contractor for adjustment under this Article must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the Board of Supervisors or OC Public Works grants a further period of time before the date of final payment under the Contract. Nothing provided in this Article should excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise provided in this Contract, no charge for any extra work or material will be allowed.

E. Labor wage rates shall not exceed the Prevailing Wage Rates supported by payroll records. Equipment rental rates should be based on latest edition of equipment rental rates published by the State of California Department of Transportation; Division of Construction.

F. For the purposes of Subarticle B, overhead shall include the following: bond premiums, supervision, superintendence, scheduling, wages of timekeepers, watchmen and clerks, small tools, incidentals, field and home office expenses, preparation and estimating costs for change orders, and all other expenses not included in "cost" ... such as "Learning Curves" and "Productivity Factors", etc.

G. For the purposes of Subarticle B, overhead and profit combined included in the total cost to the County of any change shall not exceed the rates set forth in the following schedule:

(1) For work performed by the Contractor and his own forces, 15% of cost.

(2) For work performed by Subcontractor forces:

(a) 15% of the cost to the Subcontractor,

(b) 6% of the cost to the General Contractor.

H. If the net value of a change results in a credit from the Contractor or Subcontractor, the credit given shall be the net cost without overhead or profit.

If the net value of a change results in additional costs, overhead and profit will only be applied to the difference of the added change and credited amount.

I. Nothing in this Article shall excuse the Contractor from proceeding with the Contract or changes.

18. ORAL MODIFICATION

No oral statement of any person whomsoever, shall in any manner or degree, modify or otherwise affect the terms of this Contract.

19. MATERIAL, WORKMANSHIP AND ACCEPTANCE

A. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (A.S.T.M.), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract Documents to the same force and effect as if repeated therein.

B. All work under this Contract shall be performed in a skillful and workman like manner. OC Public Works may, in writing, require the Contractor to remove from the work any employee County Project Manager deems incompetent, careless, or otherwise objectionable.

C. The Contractor shall, without charge, replace any material or correct any workmanship found by OC Public Works not to conform to the contract requirements, unless in the public interest OC Public Works consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

D If the Contractor does not promptly replace rejected material or correct rejected workmanship, the County (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with Article 20 or 21 of these General Conditions.

E. Unless otherwise provided in this Contract, acceptance by the County shall be accomplished by recordation of Notice of Completion which shall be made as promptly as practicable after completion and inspection of all work required by this Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the County's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

20. TERMINATION FOR CAUSE & DAMAGES FOR DELAY

A. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its

completion within the time specified in this Contract or any extension thereof, or fails to complete said work within such time, the Board of Supervisors may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the County may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore.

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

B. If the County prosecutes the work to final completion as a result of Contractor's failure to prosecute the work or to otherwise comply with its obligations under this Contract including, but not limited to situations in which the County so terminates the Contractor's right to proceed in accordance with this section, the resulting damage will consist of fixed and agreed liquidated damages provided for in this Contract, until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the County in completing the work.

C. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

(1) The delay in the completion of the work arises from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the County, acts of another contractor in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, other than normal weather, or delays of subcontractors or suppliers arising from causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

(2) The Contractor, within ten days from the beginning of any such delays (unless OC Public Works grants a further period of time before the date of final payment under the Contract), notifies OC Public Works in writing of the causes of delay.

OC Public Works shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the delay is justified. OC Public Works shall make written findings, and the findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 25 of these General Conditions.

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

21. TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provision of the Contract, the County may, at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) days' written notice to the Contractor. Such termination shall be effected by delivery to the Contractor of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated. The Contractor shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by the County. The County shall pay the Contractor for the Work completed prior to the effective date of the termination, and such payment shall be Contractor's sole remedy under this Contract. Under no circumstances will the

Contractor be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Article. The Contractor shall insert in all subcontracts that the sub-consultant shall stop work on the date of and to the extent specified in a notice of termination and shall require sub-consultant's to insert the same condition in any lower tier subcontracts.

22. BENEFICIAL OCCUPANCY

A. The County may, at any time, and from time to time, during the performance of the work, enter the structure for the purpose of installing any necessary work by County labor or other contracts, and for any other purposes in connection with the installation of facilities. In doing so, the County shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other work being done by or on behalf of the County.

B. If, prior to completion and final acceptance of all the work, the County takes possession of any structure (whether completed or otherwise) comprising a portion of the work with the intent of retaining possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the County is in possession of the same, the Contractor, notwithstanding his normal responsibilities, shall be relieved of liability for loss or damage to structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the County shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure.

23. PATENT INFRINGEMENT

A. The Contractor shall report to OC Public Works, promptly and in reasonable detail, each notice or claim of patent infringement based on the performance of this Contract of which the Contractor has knowledge.

B. In the event of any suit against the County, or any claim against the County made before suit has been instituted, on account of any alleged patent infringement arising out of the performance of this Contract, or out of the use of any supplies furnished or work or Tasks performed hereunder, the Contractor shall, at his own expense, furnish to the County, upon request, all evidence and information in possession of the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify, defend with counsel approved in writing by County and hold harmless the County against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against County, its employees, or the Board of Supervisors.

24. NO WAIVER BY COUNTY

The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

25. DISPUTES

A. In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor shall continue the work diligently to completion as directed by OC Public Works. If the dispute is not resolved, the Contractor agrees he will neither rescind this Contract nor stop the progress of the work.

B. For claims in excess of $375,000, the following applies: "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project; payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; payment of an amount that is disputed by the public entity.

Pursuant to Public Contract Code Section 9204:

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, Article (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and

costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

Upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.

C. For claims of $375,000 or less, the following applies: "Claim" manes a separate demand by the Contractor for a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract for public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the County.

Pursuant to Public Contract Code Section 20104.2:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a time no greater than that taken by claimant in producing the additional information or requested documentation, whichever is greater.

(d) If claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and

confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1(commencing with Section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

D. Notwithstanding the foregoing, with respect to any dispute involving a claim by the Contractor for additional compensation, Contractor shall submit such claim in writing to County promptly as the alleged facts giving rise to, or the alleged bases for, the claim become known to the Contractor; any such claim not promptly so submitted to County shall be deemed waived; and in no event shall a claim for additional compensation be asserted or be assertable after completion or cessation of the work.

26. WAGE RATE PENALTY

Pursuant to the provisions of Section 1775 of the Labor Code, the Contractor shall forfeit to the County, as a penalty, the sum of Fifty Dollars ($50) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Contract.

27. PAYROLL RECORDS

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

The requirements of Labor Code Section 1776 provide, in summary:

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

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

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

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

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

1.1.4 Contractor 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.

1.1.5. Pursuant to Labor Code Section 1776, Contractor 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 Contractor 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. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

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

28. WORK HOUR PENALTY

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

29. APPRENTICES

A. The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

B. Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

C. Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, he Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

D. The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

30. NON-DISCRIMINATION

In the performance of the terms of this Contract, Contractor agrees that it will not engage in nor permit such subcontractors as it may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified handicapped individual. 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.

31. ASSIGNMENT OF ANTITRUST ACTIONS

In accordance with Public Contract Code, Section 7103.5, by entering into this contract or into a subcontract to supply goods, Tasks, or materials pursuant to this Contract, the Contractor, or subcontractor, offers and agrees to assign to the County 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, Tasks, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor shall cause to be inserted in any such subcontract stipulations to effectuate this Article and the provisions of Public Contract Code, Section 7103.5.

32. SUBSTITUTED SECURITY

In accordance with Section 22300 of the Public Contract Code, the Director will, at the request and expense of the Contractor, accept securities equivalent to any amount withheld by the County to ensure performance under this Contract, including, but not limited to, the amount withheld under Articles 5 and 8 of the Contract. Such substituted security must meet the requirements of said Section 22300 and shall be deposited with a California or federally chartered bank as escrow agent. The security shall be held by the escrow agent subject to a written escrow agreement between County, Contractor, and escrow agent, which agreement shall be in a form substantially similar to that contained in Public Contract Code, Section 22300.

33. COST REDUCTION INCENTIVE

A. Contractor may submit to OC Public Works written proposals for modifying the plans, specifications, or other requirements of this Contract 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 Task life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

B. Cost reduction proposals shall contain the following information:

(1) A description of both the existing Contract requirements for performing the work and the proposed changes;

(2) An itemization of the Contract requirements that must be changed if the proposal is adopted;

(3) A detailed estimate of the cost of performing the work under the existing Contract and under the proposed change;

(4) A prediction of the effects the proposed change would, if adopted, have on other costs to the, County, such as County furnished property costs, costs of future construction, and

costs of maintenance and operation; and

(5) A statement of the time by which a Change Order adopting the proposal must be issued in order to obtain the maximum cost reduction.

C. The provisions of this Article shall not be construed to require OC Public Works to consider any cost reduction proposal which may be submitted hereunder; the County will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this Article; and the County will not be liable to the Contractor 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 specifications which change is under consideration by OC Public Works or by the County for the project at the time said proposal is submitted, or if such a proposal is based upon or similar to standard specifications, standard special provisions or standard plans adopted by OC Public Works or by the County after the advertisement for the Contract, OC Public Works will not accept such proposal and the County reserves the right to make such changes without compensation to the Contractor under the provisions of this Article.

D. The Contractor shall continue to perform the work in accordance with the requirements of the Contract 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 the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal shall be deemed rejected.

E. OC Public Works shall be 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. In determining the estimated net savings, the right is reserved to OC Public Works to disregard the Contract bid prices if in the judgment of OC Public Works such prices do not represent a fair measure of the value of work to be performed or to be deleted. The decision of OC Public Works as to acceptance or rejection of such proposal, and as to the estimated net savings in construction costs, shall not be subject to the "Disputes" Article of the General Conditions to this Contract, above.

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

G. If the Contractor'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 Article. Such Change Order shall incorporate the changes in the plans and specifications which 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 on which County's approval is based if the approval of the County is conditional. The Change Order shall also set forth the estimated 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 the Contractor be paid 50 percent of said estimated net savings amount.

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

I. The amount specified to be paid to the Contractor in the Change Order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and for the performance of the work thereunder pursuant to the said Change Order.

J. The County expressly reserves the right to adopt a cost reduction proposal for general use on contracts let or administered by the 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 Contractor who first submitted such proposal will be eligible for compensation pursuant to this Article, and, in that case, only as to those contracts awarded to it 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 Article if the identical or similar previously submitted proposals were not adopted for general application to other contracts let or administered by the County. Subject to the provisions contained herein, the State or any other public entity shall have the right to use all or any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

34. WRITTEN NOTICE

Any written notice required to be given in any part of the Contract documents shall be performed by depositing the same in the U.S. Mails, postage prepaid, directed to the address of the Contractor as set forth in the contract documents, and to the County addressed as follows:

COUNTY:
Orange County Public Works
Attn: Brian Patrick
601 N. Ross Street
Santa Ana, CA 92701
Phone: 714-380-4315
Email: Brian.Patrick@pw.oc.gov

CONTRACTOR:

Verne's Plumbing, Inc.
Attn: Eric Verne
8561 Whitaker Street
Buena Park, CA 90621
Phone: 714-994-1971
Email: Eric@vernesplumbing.com