

DESIGN PHASE SERVICES

CONTRACT NO. MA-080-16012300

This Contract, made and entered into this 26th day of July, 2016, by and between the Orange County Civic Center Authority, hereinafter designated the "AUTHORITY" and Kiewit Infrastructure West Co., with a place of business at, 10704 Shoemaker Ave., Santa Fe Springs, CA 90670 hereinafter designated the "Construction Manager at Risk" or "CMAR", with AUTHORITY and CMAR sometimes individually referred to as ("Party") or collectively referred to as ("Parties").

RECITALS

The AUTHORITY intends to construct the Fullerton Creek Channel as described in Attachment A, Scope of Work, attached hereinafter referred to as the "Project."

The CMAR has represented to the Owner the ability to provide design phase services and, if so requested by AUTHORITY at the conclusion of this Design Phase Services Contract, to construct the Project.

Based on this representation, the AUTHORITY intends to enter into a Contract with the CMAR for the design phase services identified in this Contract. At the end of the design phase, at the AUTHORITY discretion, the AUTHORITY may enter into a separate construction Contract with the CMAR for construction phase services.

CONTRACT

NOW THEREFORE, in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the AUTHORITY and the CMAR as follows:

ARTICLE 1 – TERMS AND DEFINITIONS

1. **Addenda:** means written or graphic instruments issued prior to the submittal of the GMP (hereinafter defined) Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.
2. **Activity:** A task, event or other PROJECT element on a schedule that contributes to completing the PROJECT. Activities have a description, start date, finish date, duration and one or more logic ties.
3. **Contract:** means this written document signed by the AUTHORITY and CMAR covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.
4. **Allowance:** means an estimated dollar amount determined jointly by the AUTHORITY and the CMAR that is included in the Contract for the purpose of encumbering funds to cover the cost of the increase in the quantity of specific work items which have not been specified explicitly in the Contract. Allowance items may not be completely defined when the Contract is executed, but may be necessary to complete the project. Contract allowances are controlled by the AUTHORITY.
5. **Amendment:** means a written instrument issued after execution of the Contract Documents signed by the AUTHORITY and CMAR, stating their Contract upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount; the extent of the adjustment to the Contract Time; or modifications of other Contract terms.

6. **Baseline schedule:** The initial schedule showing the original work plan beginning on the date of CONTRACT approval. This schedule shows no completed work to date and no negative float or negative lag to any activity.
7. **Construction Contract Time(s):** means the number of calendar days or the dates related to the construction phase that as stated in Construction Documents applies to achievement of Substantial Completion of the Work.
8. **Construction Documents:** means the final plans, specifications and estimates prepared by the Design Professional provided to CMAR by AUTHORITY pursuant to Article 2.7.5 and utilized for the CMAR's Guaranteed Maximum Price Proposal.
9. **Construction Fee:** means the CMAR's administrative costs, home office overhead, and profit, whether at the CMAR's principal or branch offices.
10. **Construction Manager at Risk (CMAR):** means the firm, corporation, or other approved legal entity with whom the AUTHORITY has entered into this Contract to provide services as detailed in this Contract.
11. **Contingency (CMAR's):** means a fund to cover cost growth during the Project used at the discretion of the CMAR usually for costs that result from Project circumstances. The amount of the CMAR's Contingency will be negotiated as a separate line item in each GMP package. Use and management of the CMAR's Contingency during the construction phase is described in Article 2.7.
12. **Contingency (AUTHORITY's):** means a fund to cover cost growth during the Project used at the discretion of the AUTHORITY usually for costs that result from AUTHORITY directed changes or unforeseen site conditions. The amount of the AUTHORITY's Contingency will be set by the AUTHORITY and will be in addition to the project costs included in the CMAR's GMP packages. Use and management of the AUTHORITY's Contingency during the construction phase is described in Article 2.7.
13. **Contract Amount:** means the cost for Design Phase Services for this Contract as identified in Article 4.1.
14. **Contract Documents:** means the following items and documents in descending order of precedence executed by the AUTHORITY and the CMAR: (i) all written modifications, amendments; (ii) this Contract, including all exhibits and attachments; and (iii) Construction Documents.
15. **Cost of the Work:** means direct construction phase costs necessarily incurred by the CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit fees (if not paid for by Owner), materials testing, and related items. The Cost of the Work shall not include the CMAR's Construction Fee, General Conditions Cost, or taxes.
16. **Critical Path Schedule:** means the sequence of activities from the start of the Work to the Completion of the Project. Any delay in the completion of these activities will extend the Completion date.
17. **Data Date:** The day after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."
18. **Day:** means calendar day unless otherwise specifically noted in the Contract Documents.
19. **Design Phase (Services):** means the work products prepared by the CMAR in performing the Scope of Work, attached hereto and as described in this Contract.

20. **Design Professional:** means the qualified, licensed person, firm, corporation or in-house force who furnishes design, construction support, and/or construction administration services required for the Project.
21. **District:** means Orange County Flood Control District.
22. **Plans:** means documents which visually represent the scope, extent and character of the Work to be furnished to and performed by the CMAR during the construction phase and which have been prepared or approved by the Design Professional and the AUTHORITY. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or bidability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents). Shop Drawings are not Drawings as so defined.
23. **Float:** The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Completion date.
24. **General Conditions Costs:** Those costs defined as costs resulting from performing General Conditions in the Construction Contract and its General Conditions as provided in the Construction Documents.
25. **Guaranteed Maximum Price (GMP):** The sum of the maximum Cost of the Work including the CMAR's Construction Fee, General Conditions Costs, sales tax, and CMAR Contingency.
26. **Guaranteed Maximum Price (GMP) Proposal:** The offer or proposal of the CMAR submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Contract.
27. **Laws and Regulations; Laws or Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
28. **Milestone:** An event activity that has zero duration and is typically used to represent the beginning or end of a certain stage of the PROJECT.
29. **Narrative report:** A document submitted with each schedule that discusses topics related to PROJECT progress and scheduling.
30. **Notice to Proceed (NTP):** A written notice given by AUTHORITY to the CMAR fixing the date on which the CMAR will start to perform the CMAR's obligations under this Contract.
31. **Owner:** The County of Orange or Orange County Civic Center Authority, with whom CMAR has entered into this Contract and for whom the services is to be provided pursuant to said Contract.
32. **Payment Request:** The form that is accepted by the AUTHORITY and used by the CMAR in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents and or the AUTHORITY.
33. **Project:** The work to be completed in the execution of this Contract as described in the Recital above and Attachment A, Scope of Work.
34. **Project Engineer:** shall mean DESIGN ENGINEER, DESIGNER, CIVIL ENGINEERING ASSISTANT, CIVIL ENGINEER, or SENIOR CIVIL ENGINEER who is responsible charge of preparing the engineering plans, estimate, and specifications.

35. **Project Manager:** An AUTHORITY appointed project manager to act as liaison between the AUTHORITY and the contractor during the term of this contract. The AUTHORITY's project manager shall coordinate the activities of the AUTHORITY's staff assigned to work with the CMAR. The AUTHORITY's Project Manager shall have the right to require the removal and replacement of the CMAR project manager and key personnel. The Project Manager shall notify the CMAR in writing of such action. The CMAR shall accomplish the removal within 14 calendar days after written notice by the Project Manager. The Project Manager shall review and approve the appointment of the replacement for the CMAR'S project manager and key personnel. Said approval shall not be unreasonably withheld.
36. **Project Team:** means design phase services team consisting of the Design Professional, CMAR, Project Manager, and other stakeholders who are responsible for making decisions regarding the Project.
37. **Scheduled Completion Date:** The planned PROJECT finish date shown on the current accepted schedule.
38. **Schedule of Values (SOV):** The detailed breakdown by discipline or unit prices and costs as defined for the project in the Schedule of Values in the Construction Contract and its General Conditions as attached hereto.
39. **Shop Drawings:** All drawings, diagrams, schedules and other data specifically prepared for the Work by the CMAR or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
40. **Site:** The land or premises on which the Project is located.
41. **Specifications:** To include, but is not limited to, the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details, conditions and requirements applicable thereto.
42. **Sub-consultant:** A person, firm or corporation having a Contract with the CMAR to furnish services required as its independent professional associate or consultant with respect to the Project.
43. **Subcontractor:** An individual or firm having a direct Contract with the CMAR or any other individual or firm having a Contract with the aforesaid Contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CMAR is responsible. Subcontractors will be selected through the Subcontractor bid process described in Article 2.8 of this Contract.
44. **Substantial Completion:** When the Work, or an agreed upon portion of the Work, is sufficiently complete so that AUTHORITY can occupy and use the Project or a portion thereof for its intended purposes. The conditions of Substantial Completion that apply or do not apply to a specific GMP will be listed in the Notice to Proceed Letter pursuant to the Construction Phase Contract.
45. **Supplier:** A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct Contract with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.
46. **Time impact analysis:** A schedule and narrative report developed specifically to demonstrate what effect a proposed change or delay has on the current scheduled completion date.

47. **Time-scaled network diagram:** A graphic depiction of a CPM schedule comprised of activity bars with relationships for each activity represented by arrows. The tail of each arrow connects to the activity bar for the predecessor and points to the successor.
48. **Total float:** The amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.
49. **Updated schedule:** A current schedule developed from the baseline or subsequent schedule through regular monthly review to incorporate as-built progress and any planned changes.
50. **Value Engineering:** Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets AUTHORITY requirements.
51. **Work:** The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of, performing or furnishing all labor, tools, equipment, materials, incidentals, and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

- 2.1.1 The CMAR, to further the interests of the Owner, will perform the services required by, and in accordance with this Contract, to the satisfaction of the AUTHORITY, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Orange County, California would exercise at such time, under similar conditions. The CMAR will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice. The CMAR will provide these services as applicable from the Design Phase through the end of the project design and GMP process.
- 2.1.2 Project Evaluation: If requested, as a participating member of the Project Team, the CMAR will provide to the AUTHORITY and Design Professional a written evaluation of the AUTHORITY's Project and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.
- 2.1.3 Project Meetings: The CMAR will attend Project Team meetings which may include, but are not limited to, regular Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.
- 2.1.4 The CMAR will provide design phase services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. The CMAR will promptly notify the AUTHORITY in writing whenever the CMAR determines that any Drawings or Specifications should be revised for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.
- 2.1.5 The CMAR, when requested by the AUTHORITY, will attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the

Project. The CMAR will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

2.2 PROJECT MANAGEMENT PLAN

2.2.1 If requested by the AUTHORITY, the CMAR will prepare and/or maintain a Project Management Plan (PMP), which may include the CMAR's professional opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate subcontracts to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) , the cost estimate and basis of the project, (i) a matrix summarizing each Project Team member's responsibilities and roles, (j) a utility relocation strategy, (k) construction staging requirements, right of way, temporary construction easement (TSE), right of entry, encroachment permit strategies and requirements, and (l) reduction to environmental resources and environmental regulatory permit acquisition strategies.

2.2.2 The CMAR shall add detail to its previous version of the PMP as new information becomes available to keep it current throughout the design phase, so that the Construction Schedule PMP is ready for implementation at the start of the construction phase. The update/revisions shall take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the AUTHORITY, Design Professional or the CMAR, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised for solicitation of subcontractors and materials suppliers, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the AUTHORITY.

2.3 CONSTRUCTION SCHEDULE

2.3.1 The fundamental purpose of the "Construction Schedule" is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Construction Schedule requirements. The CMAR will, however, develop and maintain the "Construction Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Construction Schedule will be consistent with the most recent revised/updated PMP. The Project Schedule will use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the AUTHORITY. The CMAR will use scheduling software to develop the Construction Schedule that is acceptable to the AUTHORITY. The Construction Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Construction phasing as described below is required, the Construction Schedule will indicate milestone dates for the phases once determined.

2.3.2 The Construction Schedule shall include a CPM diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

- 2.3.2.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.
- 2.3.2.2 The CPM diagram schedule shall indicate all relationships between activities.
- 2.3.2.3 The activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
- 2.3.2.4 The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.
- 2.3.2.5 Omitted
- 2.3.3 Omitted
- 2.3.4 Float time shall be as prescribed below:
- 2.3.4.1 The total Float within the overall schedule, is for the exclusive use of the AUTHORITY, and is a resource available to the AUTHORITY as needed to meet Contract milestones and the Project completion date.
- 2.3.4.2 Since Float time within the schedule is solely AUTHORITY owned, it is acknowledged that AUTHORITY -caused delays on the Project may be offset by AUTHORITY -caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests and credit changes which result in savings of time to the CMAR, etc.). In such an event, the CMAR shall not be entitled to receive a time extension or delay damages until all AUTHORITY -caused time savings are exceeded, and the Substantial Completion date is also exceeded.
- 2.3.5 The Construction Schedule will be updated and maintained by the CMAR throughout the design phase such that it will not require major changes at the start of the construction phase to incorporate the CMAR's plan for the performance of the construction phase Work. The CMAR will provide updates and/or revisions to the Construction Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. The CMAR will include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.
- 2.3.6 Construction Phasing: If phased construction is deemed appropriate and the AUTHORITY and Design Professional approve, the CMAR will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The CMAR will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost, i.e. long lead procurement items, major submittals, 3rd party utility relocation window and traffic control implementation.

2.4 DESIGN DOCUMENT REVIEWS

- 2.4.1 The CMAR will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals and/or the Construction Schedule.
- 2.4.2 The CMAR will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the CMAR to construct the Project.
- 2.4.3 The CMAR will meet with the Project Team as required to review designs during their development. The CMAR will familiarize itself with the evolving documents through the various design phases. The CMAR will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The CMAR will furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. The CMAR will recommend cost effective alternatives.
- 2.4.4 The CMAR will routinely conduct constructability and bidability reviews of the Construction Documents as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work for Subcontractors and Suppliers.
 - 2.4.4.1 Constructability Reviews: The CMAR will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues.
 - 2.4.4.2 Bidability Reviews: The CMAR will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.
 - 2.4.4.3 The results of the reviews will be provided to the AUTHORITY in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the AUTHORITY, the CMAR will meet with the AUTHORITY and Design Professional to discuss any findings and review reports.
 - 2.4.4.4 The CMAR's reviews will be from a Contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not the CMAR.

2.4.5 Notification of Variance or Deficiency: It is the CMAR's responsibility to assist the Design Professional in ascertaining that, in the CMAR's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the CMAR recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it will promptly notify the Design Professional and AUTHORITY in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.

2.4.6 Alternate Systems Evaluations: The Project Team will routinely identify and evaluate using Value Engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the CMAR in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The CMAR will include the cost of the alternatives into the cost estimate and any GMP Proposals.

2.5 COST ESTIMATES

2.5.1 Unless otherwise agreed by both parties, within 14 days after receipt of the Construction Documents for the various phases of design, the CMAR shall provide a detailed cost estimate and a written review of the documents. The Design Professional and CMAR shall reconcile any conflicts on the estimate to arrive at a GMP. If no consensus is reached, the AUTHORITY will make the final determination.

2.5.2 If any estimate submitted to the Owner exceeds previously accepted estimates or the AUTHORITY's Project budget, the CMAR shall make appropriate recommendations on methods and materials to the District and Design Professional that he believes will bring the project back into the Project budget.

2.5.3 In between these milestone estimates, the CMAR shall periodically provide a tracking report which identifies the upward or downward movements of costs due to Value Engineering or scope changes. It shall be the responsibility of the CMAR to keep the AUTHORITY and Design Professional informed as to the major trend changes in costs relative to the AUTHORITY's budget.

2.5.4 If requested by the AUTHORITY, the CMAR shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the AUTHORITY in the financing process.

2.6 If this Contract is funded in whole or in part by the Federal Government, CMAR agrees to comply with the Federal labor standards provisions set forth in the Special Provisions. If the Federal prevailing wage determinations differ from the State's, CMAR shall not pay less than the higher of the two rates.

2.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

2.7.1 The proposed GMP for the entire Work (or portions thereof) will be presented in a format acceptable to the AUTHORITY. Due to the potential for updates, CMAR must verify with the AUTHORITY the current requirements and procedures when entering into these services.

- 2.7.2 The AUTHORITY may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by the CMAR will be based on and consistent with the current update/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based.
- 2.7.3 Guaranteed Maximum Price is comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below.
- 2.7.3.1 The Cost of the Work is actual costs and is a not-to-exceed, reimbursable amount.
- 2.7.3.2 The General Conditions Costs are a firm fixed lump sum amount which will include bonds and insurance premiums based on the full Contract price for construction and backed by a Schedule of Values detailing the cost of each item.
- 2.7.3.3 The Construction Fee is a firm fixed lump sum.
- 2.7.3.4 CMAR's Contingency is an amount the CMAR shall use under the following conditions:
- (1) At its discretion for increases in the Cost of the Work which are not the AUTHORITY's responsibility, or
 - (2) With written approval of the Owner for increases in General Condition Costs. CMAR's Contingency is assumed to be a direct project cost so will receive all markups at the time of GMP submission.
 - (3) CMAR Contingency not utilized shall be shared 50/50 by AUTHORITY and CMAR at the end of the Project.
- 2.7.3.5 Taxes are deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.
- 2.7.4 AUTHORITY's Contingency are funds to be used at the discretion of the AUTHORITY to cover any increases in Project costs that result from AUTHORITY directed changes or unforeseen site conditions. Owner's Contingency will be added to the GMP amount provided by the CMAR, the sum of which will be the full Contract price for construction. Markups for Construction Fee and taxes will be applied by the CMAR at the time that AUTHORITY's Contingency is used. Any AUTHORITY Contingency not utilized shall revert to the AUTHORITY after Project completion.
- 2.7.5 If multiple GMP's are issued for the Project, GMP's are cumulative except for CMAR Contingency. The amount of CMAR Contingency for each GMP amendment will be negotiated separately and shall reflect the CMAR's risk from that point in the Project forward.
- 2.7.6 The CMAR, in preparing any GMP Proposal will prepare its GMP in accordance with the AUTHORITY's request and will obtain from the Design Professional, three sets Construction Documents (including all addenda). The CMAR will mark the face of each document of each set upon which its proposed GMP is based. The CMAR will send one set of those documents to the Owner's Project Administrator, keep one set and return the third set to the Design Professional.

- 2.7.7 An updated/revised Construction Schedule will be included with any GMP Proposal(s) that reflects the Construction Documents. Any such Construction Schedule updates/revisions will continue to comply with the requirements of Article 2.3.
- 2.7.8 GMP savings resulting from a lower actual project cost than anticipated by the CMAR remaining at the end of the project will revert to AUTHORITY.
- 2.7.9 The CMAR will meet with the AUTHORITY and Design Professional to review the GMP Proposal(s) and the written statement of its basis. In the event the AUTHORITY or Design Professional discovers inconsistencies or inaccuracies in the information presented, the CMAR will make adjustments as necessary to the GMP Proposal, its basis or both.
- 2.7.9.1 The AUTHORITY upon receipt of any GMP proposal from the CMAR, may submit the GMP Plans and Specifications to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of the Work and review the Construction Schedule for the associated scope of the GMP Proposals.
- 2.7.9.2 If the CMAR GMP Proposal is greater than the independent third party or Design Professional's estimate, the AUTHORITY may require the CMAR to reconfirm its GMP Proposal. The CMAR will accept the independent third party's or Design Professional's estimate for the Cost of Work as part of his GMP or present a report within seven days of a written request to the AUTHORITY identifying, explaining and substantiating the differences. The CMAR may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by the AUTHORITY. At that time the AUTHORITY may do one of the following:
- (a) Accept the CMAR original or revised GMP Proposal, if within the AUTHORITY's budget, without comment
 - (b) Accept the CMAR original or revised GMP Proposal that exceeds the AUTHORITY's budget, and indicate in writing to the CMAR that the Project Budget has been increased to fund the differences.
 - (c) Reject the CMAR's original or revised GMP Proposal because it exceeds the AUTHORITY's budget, the independent third party's or Design Professional's estimate, in which event, the AUTHORITY may terminate this Contract and/or elect to not enter into a separate Contract with the CMAR for the construction phase associated with the scope of Work reflected in the GMP Proposal.
 - (d) Wait to accept the GMP Proposal if the AUTHORITY believes adequate funding will be available in the future.
- 2.7.9.3 If during the review and negotiation of GMP Proposals design changes are required, the AUTHORITY will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the CMAR. The CMAR will promptly notify the Design Professional and AUTHORITY in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications accounted for in the GMP Proposal.

2.8 MAJOR SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- 2.8.1 The selection of major Subcontractors and major Suppliers may occur prior to submission of a GMP Proposal. Major Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors shall not be selected based on price alone, unless approved in writing by County Project Manager except as noted below, the selection of major Subcontractors/Suppliers is the responsibility of the CMAR. In any case, the CMAR is solely responsible for the performance of the selected Subcontractors/Suppliers.
- 2.8.1.1 The CMAR will prepare a Subcontractor/Supplier selection plan and submit the plan to the AUTHORITY for approval. This subcontractor selection plan shall identify those subcontractor trades anticipated to be selected by qualifications only per Section 2.8.2 and those subcontractor trades anticipated to be selected by qualifications and competitive bid in accordance with Section 2.8.3. This plan will also identify those subcontractor trades that will not be selected through a formalized qualifications-based selection process. The subcontractor selection plan must be consistent with the selection requirements included in this Contract.
- 2.8.2 Selection by qualifications only - The AUTHORITY may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when the CMAR can demonstrate it is in the best interest of the Project, or when requested by AUTHORITY.
- 2.8.2.1 Qualification based selection of a Subcontractor(s)/Supplier(s) shall only occur during the design phase to achieve maximum benefit of the subcontractors' involvement prior to the submittal of the GMP Proposal.
- 2.8.2.2 The CMAR shall apply the approved subcontractor selection plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the AUTHORITY with its review and recommendation.
- 2.8.2.3 The CMAR must receive AUTHORITY approval of the selected Subcontractor(s)/Supplier(s).
- 2.8.2.4 The CMAR will negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.
- 2.8.3 Selection by qualifications and competitive bid - The CMAR shall apply the subcontractor selection plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the AUTHORITY with its process to prequalify prospective subcontractors and suppliers. All Work for major subcontractors and major suppliers shall then be competitively bid to the prequalified subcontractors unless a Subcontractor or Supplier was selected pursuant to Article 2.8.2 above. Competitive bids may occur prior to or after the GMP Proposal(s).
- 2.8.3.1 The CMAR will develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by the AUTHORITY and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, the CMAR may request approval by the AUTHORITY to submit less than three names. No change in the recommended Subcontractors/Suppliers will be allowed without prior written notice to the AUTHORITY.
- 2.8.3.2 If the AUTHORITY objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CMAR will nominate a substitute Subcontractor/Supplier that is acceptable to the AUTHORITY.

- 2.8.3.3 The CMAR will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers with AUTHORITY's Project Manager or their designee present.
- 2.8.3.4 If the CMAR desires to self-perform certain portions of the Work, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The CMAR's bid will be evaluated in accordance with the process identified below. If events warrant and the AUTHORITY concurs that in order to insure compliance with the Project Schedule and/or cost, the CMAR may self-perform Work without bidding or re-bidding the Work.
- 2.8.3.5 The CMAR shall request the pre-qualified Subcontractors to provide a detailed bid for the services requested. The Subcontractor bid, provided on the Subcontractors' letterhead, shall contain sufficient information (i.e. unit costs/amounts) to allow an evaluation of the reasonableness of bid costs. The CMAR shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the CMAR, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids will be done with the AUTHORITY's Project Manager in attendance to observe and witness the process. The CMAR will resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.
- 2.8.4 The CMAR will be required to prepare two different reports on the subcontracting process.
- 2.8.4.1 Within fifteen Days after each major subcontractor/Supplier bid opening process, the CMAR will prepare a report for the AUTHORITY's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report will provide (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each subcontract, (b) the sum of all recommended Subcontractor/Supplier bids received, (c) a copy of the bids received from each subcontractor, and (d) trade work and its cost that the CMAR intends to self-perform, if any.
- 2.8.4.2 Upon completion of the Subcontractor/Supplier bidding process, the CMAR shall submit a summary report to the Owner of the entire Subcontractor/Supplier selection process. The report will indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors/ Suppliers for each category of Work.
- 2.8.5 The approved Subcontractors/Suppliers will provide a Schedule of Values that reflects their final accepted bid proposal, which will be used to create the overall Project Schedule of Values.
- 2.8.6 If after receipt of sub-bids or after award of Subcontractors and Suppliers, the AUTHORITY objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CMAR will nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by the AUTHORITY, the CMAR's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.
- 2.8.7 Promptly after receipt of the Notice of Intent to Award, the AUTHORITY will conduct a pre-award conference with the CMAR and other Project Team members. At the pre-award

conference, the CMAR will (a) review the nominated slate of Subcontractors and Suppliers and discuss any concerns with or objections that the AUTHORITY has to any nominated Subcontractor or Supplier; (b) discuss AUTHORITY concerns relating to any proposed self-performed Work; (c) review the CMAR's proposed Contract Price for the Work during the construction phase; (d) discuss the conditions, if any, under which the AUTHORITY will agree to leave any portion of the remaining CMAR Contingency within the Contract Price for the construction phase Work; (e) resolve possible time frames for the Date of Commencement of the Contract time for the construction phase Work; (f) schedule the pre-construction conference; and (g) discuss other matters of importance.

ARTICLE 3

3.1 Omitted

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT FOR DESIGN PHASE SERVICES

4.1.1 Based on the Design Phase Services fee proposal submitted by the CMAR and accepted by the AUTHORITY (which by reference is made a part of this Contract); the AUTHORITY shall pay the CMAR a fee in an amount not to exceed \$727,000.00, for basic design phase services as outlined in the Attachment B as well as additional services that may be required. These services have been categorized into six (6) separate tasks which are detailed below.

a. Task No. 1: Constructability/GMP

- Constructability Review
- Cost Estimate - 30%
- Cost Estimate - 90%
- Final Plan Review
- Integrated Project Schedule & Monthly Updates
- GMP
- VE / Meetings

b. Task No. 2 - Permit Support

- Regulatory Permit Support
- Encroachment Permit Support

c. Task No. 3 - Public Outreach Plan

- PO Plan Development
- Community Meetings

d. Task No. 4 - Submittals

- Construction Management Plan & Monthly Updates
- Shoring Plan
- Dewatering Plan
- Staging Plan
- SWPPP
- Traffic Control Plans

e. Task No. 5 - Other

- Utility Investigations

f. Task No. 6 - Reimbursables

- Other Costs (may include travel, outside printing costs, and other direct costs as permitted by the Authority)

4.2 PAYMENTS

4.2.1 Requests for monthly payments by the CMAR for design phase services will be submitted on the AUTHORITY's "Contract Payment Request" form and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, based on their respective fee schedules in Attachment B, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month.

4.2.2 The fees for the CMAR and any Subconsultants will be based upon the hourly rate schedule included as Attachment B attached.

4.2.3 The CMAR will pay all sums due Subconsultants for services and reimbursable expenses within 14 calendar days after the CMAR has received payment for those services from the AUTHORITY. In no event will the AUTHORITY pay more than 90 percent of the Contract Amount until final acceptance of all design phase services, and award of the final approved GMP for the entire Project by AUTHORITY, or AUTHORITY's election to not use CMAR for construction of the Project.

4.2.4 The CMAR agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of the AUTHORITY during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties.

It is understood and agreed, however, that permitting the CMAR to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the AUTHORITY of any of its legal rights herein.

4.3 ADDITIONAL DESIGN PHASE SERVICES

4.3.1 CMAR's Expense: CMAR will be responsible for all costs related to photo copying, telephone communications and fax communications the performance of work and services under this Contract.

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

- 1) The actual costs of special equipment to be rented, leased or purchased by CMAR for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the AUTHORITY Project Manager.
- 2) Printing expenses paid to outside Contractors; to the extent such Contractors and reproduction rates have been approved by the AUTHORITY Project Manager.
- 3) Other actual costs and/or payments specifically approved and authorized in writing by the AUTHORITY Project Manager and actually incurred by CMAR in performance of this Contract.
- 4) Travel costs shall only be reimbursed if approved in advance in writing by AUTHORITY Project Manager and are subject to the following restrictions:
 - a. Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the CMAR's "Home Based" office location and OC Public Works location, as well as mileage within OC Public Works property will not be reimbursed.
 - b. Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
 - c. Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.

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

ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1 The AUTHORITY, at no cost to the CMAR, will furnish the following information:
 - 5.1.1 One copy of data the AUTHORITY determines pertinent to the Work. However, the CMAR will be responsible for searching the records and requesting information it deems reasonably required for the Project.
 - 5.1.2 All available data and information and requirements pertaining to relevant policies, standards, criteria, studies, etc.
 - 5.1.3 The name of the AUTHORITY employee or AUTHORITY's representative who will serve as the Project Manager during the term of this Contract. The Project Manager has the authority to administer this Contract and will monitor the CMAR's compliance with all terms and conditions stated herein. All requests for information from or decisions by the AUTHORITY on any aspect of the Work or Deliverables will be directed to the Project Manager. AUTHORITY shall give CMAR written notification if the person designated as the Project Manager changes.

- 5.2 The AUTHORITY additionally will:
- 5.2.1 Contract separately with one or more design professionals to provide architectural and/or engineering design services for the Project if it does not use its in-house forces or to augment them. The scope of services for the Design Professional will be provided to the CMAR for its information. The CMAR will have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the AUTHORITY and Design Professional.
- 5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CMAR, except for those copies whose cost has been reimbursed by the AUTHORITY.
- 5.2.3 Omitted
- 5.2.4 Give prompt written notice to the CMAR when the AUTHORITY becomes aware of any default or defect in the Project or non-conformance with the Plans, Specifications and Estimates, or any of the services required hereunder. Upon notice of failure to perform, the AUTHORITY may provide written notice to CMAR that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within three days of CMAR's receipt of such notice.
- 5.2.5 Notify the CMAR of changes affecting the budget allocations or schedule.
- 5.3 The AUTHORITY's Project Manager, will have authority to approve the Project Budget and Project Schedule and render decisions and furnish information the Project Manager deems appropriate to the CMAR. This authority is only for the purpose of facilitating the design phase. This approval authority is not binding or a commitment upon the AUTHORITY for the purposes of Project construction.

ARTICLE 6 – CONTRACT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

- 6.1.1 AUTHORITY Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates (excel format), studies, design analyses, Computer Aided Drafting and Design (CADD) file, and other related documents which are prepared specifically in the performance of this Contract (collectively referred to as Project Documents) are to be and remain the property of the AUTHORITY and are to be delivered to the Project Manager before the final payment is made to the CMAR. Nonetheless, in the event these Projects Documents are altered, modified or adapted without the written consent of the CMAR, which consent the CMAR will not unreasonably withhold, the AUTHORITY agrees to hold the CMAR harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the AUTHORITY's alteration, modification or adaptation of the Project Documents.
- 6.1.2 Omitted
- 6.1.3 License to AUTHORITY for Reasonable Use: The CMAR hereby grants, and will require its Subconsultants to allow the AUTHORITY, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This

license will also include the making of derivative works. In the event that the derivative works require the AUTHORITY to alter or modify the Project Documents, then Article 6.1.1 applies.

- 6.1.4 Documents to Bear Seal: When applicable and required by state law, the CMAR and its Subconsultants will sign and stamp by an applicable California professional all plans, works, and Deliverables prepared by them for this Contract.

6.2 AMENDMENT TO DESIGN WORK

- 6.2.1 CMAR shall make no changes in the work or perform any additional work without the AUTHORITY's specific written approval. Notwithstanding the forgoing, the AUTHORITY may approve increases in resulting from a substantial change in this Contract for services within the existing scope of work amount does not exceed 25 percent of the existing Contract price or \$100,000, whichever is less.

If such changes cause an increase in the cost of doing work or in the time required and are issued as a result of some action or inaction on the part of AUTHORITY, compensation shall be at hourly rates as indicated in the Attachment B.

Reimbursable Items Article 4 and Changes in Services Article 2 and Scope of Work, must be specifically approved by AUTHORITY in writing before work begins. All changes in scope of work that amend this Contract may be subject to approval by County of Orange Board of Supervisors.

- A. AUTHORITY Initiated: AUTHORITY may, at any time, upon written notice, direct any changes in the work within the general scope of the Contract. If AUTHORITY shall determine that a change in the scope of services of the A-E is desirable, a written order called an "Amendment" shall be issued by AUTHORITY which shall set forth the nature of the change. When an Amendment has been issued, CMAR shall expeditiously proceed to implement the change set forth therein.
- B. If CMAR believes that a change in the scope of services is necessary and desirable to further the interests of the Project under this Contract, CMAR shall make a request, in writing, to AUTHORITY to issue an Amendment. Such requests for a Contract change shall include the proposed change in scope of work, as well as any proposed change in compensation, schedule, construction cost and time, associated with granting such an Amendment. Upon receipt of such request for a Contract scope change, AUTHORITY may reject the request; approve the request; negotiate with CMAR regarding the change in the scope of services, cost and/or change in schedule. A written Amendment will be processed by AUTHORITY and CMAR shall expeditiously proceed to implement such change.

- 6.2.2 Notwithstanding the forgoing, the Project Manager may approve increases in resulting from a substantial change in this Contract for services within the existing scope of work amount does not exceed 25 percent of the existing Contract price or \$100,000, whichever is less.

- 6.2.3 No claim for extra work done or materials furnished by the CMAR during this design phase will be allowed by the AUTHORITY except as provided herein, nor will the CMAR do any work or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing. Work or material(s) furnished by the CMAR without such prior written authorization will be the CMAR's sole jeopardy, cost, and expense, and the CMAR hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished will be made.

6.3 DATA CONFIDENTIALITY AND DATA SECURITY

- 6.3.1 Data Confidentiality. As used in the Contract, “data” means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the CMAR or its subconsultants or subcontractors in the performance of this Contract.
- 6.3.1.1 The parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CMAR or its subconsultants or subcontractors in connection with the CMAR’s or its subconsultants or subcontractor’s performance of this Contract is confidential and proprietary information belonging to the Owner.
- 6.3.1.2 Except as specifically provided in this Contract, the CMAR or its subconsultants or subcontractors shall not divulge data to any third party without prior written consent of the AUTHORITY. The CMAR or its subcontractors shall not use the data for any purposes except to perform the services required under this Contract. These prohibitions shall not apply to the following data provided the CMAR or its subcontractors have first given the required notice to the AUTHORITY:
- 6.3.1.2.1 Data which was known to the CMAR or its subconsultants or subcontractors prior to its performance under this Contract unless such data was acquired in connection with work performed for the AUTHORITY;
- 6.3.1.2.2 Data which was acquired by the CMAR or its subconsultants or subcontractors in its performance under this Contract and which was disclosed to the CMAR or its subconsultants or subcontractors by a third party, who to the best of the CMAR’s or its subconsultants or subcontractor’s knowledge and belief, had the legal right to make such disclosure and the CMAR or its subconsultants or subcontractors are not otherwise required to hold such data in confidence; or
- 6.3.1.2.3 Data which is required to be disclosed by virtue of law, regulation, or court order, to which the CMAR or its subconsultants or subcontractor’s are subject.
- 6.3.1.3 In the event the CMAR or its subconsultants or subcontractors are required or requested to disclose data to a third party, or any other information to which the CMAR or its subconsultants or subcontractors became privy as a result of any other Contract with the Owner, the CMAR shall first notify the AUTHORITY as set forth in this Section of the request or demand for the data. The CMAR or its subconsultants or subcontractors shall give the AUTHORITY sufficient facts so that the AUTHORITY can be given an opportunity to first give its consent or take such action that the AUTHORITY may deem appropriate to protect such data or other information from disclosure.
- 6.3.1.4 The CMAR, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the AUTHORITY, the CMAR or its subconsultants or subcontractors shall promptly deliver, as set forth in this Section, a copy of all data to the AUTHORITY. All data shall continue to be subject to the confidentiality Contracts of this Contract.
- 6.3.1.5 The CMAR or its subconsultants or subcontractors assume all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the AUTHORITY if any of the provisions of this Section are violated by the CMAR, its employees, agents or subconsultants

or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. CMAR agrees that the requirements of this Section shall be incorporated into all subcontracts entered into by CMAR. A violation of this Section may result in immediate termination of this Contract without notice.

6.3.2 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted AUTHORITY information, whether electronic form to hard copy, must be secured and protected at all times. At a minimum, CMAR must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

6.3.2.1 When personal identifying information, financial account information, or restricted AUTHORITY information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

6.3.2.2 In the event that data collected or obtained by CMAR or its subconsultants or subcontractors in connection with this Contract is believed to have been compromised, CMAR or its subconsultants or subcontractors shall immediately notify the Project Manager. CMAR agrees to reimburse the AUTHORITY for any costs incurred by the AUTHORITY to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

6.3.2.3 CMAR agrees that the requirements of this section shall be incorporated into all subconsultants or subcontracts entered into by CMAR. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

6.3.2.4 The obligations of CMAR or its subconsultants or subcontractors under this Section shall survive the termination of this Contract.

6.4 PROJECT STAFFING

6.4.1 Prior to the start of any Work or Deliverable under this Contract, the CMAR will submit to the AUTHORITY, an organization chart for the CMAR staff and subconsultants or Subconsultants and detailed resumes with pictures of key personnel listed in its response to the AUTHORITY's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless, otherwise informed, the AUTHORITY hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CMAR desires to change such key personnel from performing such services under this Contract, the CMAR will submit the qualifications of the proposed substituted personnel to the AUTHORITY for prior approval. Key personnel will include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, Value Engineering, and procurement planning.

6.4.2 The CMAR will maintain an adequate number of competent and qualified persons, as determined by the AUTHORITY, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the AUTHORITY objects, with reasonable cause, to any of the CMAR's staff, the CMAR will take prompt corrective action acceptable to the AUTHORITY and, if required, remove such personnel from the Project and

replace with new personnel acceptable to the AUTHORITY. If CMAR breaches this section, it will be considered an event of default under this Contract.

6.5 TERMINATION OF CONTRACT FOR CAUSE

6.5.1 If CMAR breaches any of the covenants or conditions of this Contract, including an event of default, AUTHORITY shall have the right to terminate this Contract upon ten (10) days written notice prior to the effective day of termination.

6.5.2 CMAR shall have the opportunity to cure the alleged breach prior to termination.

6.5.3 In the event the alleged breach is not cured by CMAR prior to termination, all work performed by CMAR pursuant to this Contract, which work has been reduced to plans or other documents, shall be made available to AUTHORITY.

6.6 NON-EMPLOYMENT OF OWNER PERSONNEL

6.6.1 CMAR agrees that it will neither negotiate, offer, or give employment to any full-time, regular employee of AUTHORITY in professional classifications of the same skills required for the performance of this Contract who is involved in this Project in a participatory status during the life of this Contract regardless of the assignments said employee may be given or the days or hours employee may work.

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

6.7 NON-DISCRIMINATION

6.7.1 In the performance of this Contract, CMAR agrees that it will comply with the requirements of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons.

6.7.2 CMAR acknowledges that a violation of this provision shall subject CMAR to all the penalties imposed for a violation of the California Labor Code.

6.8 EMPLOYEE ELIGIBILITY VERIFICATION

6.8.1 CMAR 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. CMAR 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. CMAR shall retain all such documentation for all covered employees for the period prescribed by the law.

- 6.8.2 CMAR shall indemnify, defend with counsel approved in writing by AUTHORITY, and hold harmless, the AUTHORITY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CMAR or the AUTHORITY 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.

6.9 TERMINATION FOR CONVENIENCE

- 6.9.1 Notwithstanding any other provision of the Contract, AUTHORITY may at any time, and without cause, terminate this Contract in whole or in part, upon not less than seven (7) calendar days' written notice to the CMAR. Such termination shall be effected by delivery to the CMAR of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated.
- 6.9.2 CMAR 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 AUTHORITY.
- 6.9.3 Owner shall pay the CMAR for the Work completed prior to the effective date of the termination, and such payment shall be the CMAR's sole remedy under this Contract.
- 6.9.4 Under no circumstances will CMAR 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.
- 6.9.5 CMAR shall insert in all subcontracts that the subconsultants or subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require subcontractors to insert the same condition in any lower tier subcontracts.

6.10 LAWS TO BE OBSERVED

- 6.10.1 CMAR is assumed to be familiar with and, at all times, shall observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the PROJECTS/SERVICES.

6.11 ERRORS AND OMISSIONS

- 6.11.1 All PROJECTS/SERVICES submitted by CMAR shall be complete and shall be carefully checked prior to submission. CMAR understands that AUTHORITY 's checking is discretionary, and CMAR shall not assume that AUTHORITY will discover errors and/or omissions. If AUTHORITY discovers any errors or omissions prior to approving CMAR's PROJECTS/SERVICES, the PROJECTS/SERVICES will be returned to CMAR for correction. Should AUTHORITY or others discover errors or omissions in the work submitted by CMAR after AUTHORITY approval thereof, AUTHORITY 's approval of CMAR's PROJECTS/SERVICES shall not be used as a defense by CMAR.
- 6.11.2 If CMAR subcontracts portions of the architectural or engineering design PROJECTS/SERVICES to be performed under the terms of this Contract, CMAR shall obtain evidence that such subcontractors have purchased Professional Liability Insurance to the same limits as described in Article 6.14.4 (unless modified or omitted) and containing the same clauses as the insurance required of CMAR under the terms of this Contract. Evidence of subcontractor's insurance shall be submitted to AUTHORITY upon request.

6.12 INSURANCE

- 6.12.1 Prior to the provision of services under this Contract, the CMAR agrees to purchase all required insurance at CMAR's expense, including all endorsements required herein, necessary to satisfy the AUTHORITY that the insurance provisions of this Contract have been complied with. CMAR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the AUTHORITY during the entire term of this Contract. The AUTHORITY reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all subcontractors performing work on behalf of CMAR pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for CMAR.
- 6.12.2 CMAR shall ensure that all subcontractors performing work on behalf of CMAR pursuant to this Contract shall be covered under CMAR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CMAR. CMAR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by AUTHORITY from CMAR under this Contract. It is the obligation of CMAR 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 CMAR through the entirety of this Contract for inspection by AUTHORITY representative(s) at any reasonable time.
- 6.12.3 All self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If no deductibles or SIRs apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of CMAR's current audited financial report. CMAR shall be responsible for reimbursement of any deductible to the insurer.
- 6.12.4 If the CMAR fails to maintain insurance acceptable to the AUTHORITY for the full term of this Contract, the AUTHORITY may terminate this Contract.

A. Qualified Insurer

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier). If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
2. The policy or policies of insurance maintained by the CMAR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including converge for	\$1,000,000 per occurrence

owned, non-owned and hired vehicles	
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made or per occurrence \$2,000,000 aggregate
Environmental/Pollution Liability* *(Optional coverage to be required when hazardous materials are involved).	\$1,000,000 per claims made or occurrence

B. Required Coverage Forms

1. The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage as broad.
2. 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.

C. Required Endorsements

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
 - a) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the District, Authority, County of Orange, the City of Buena Park, the City of Fullerton, and their elected and appointed officials, officers, employees and agents as Additional Insureds.
 - b) A primary non-contributing endorsement evidencing that CMAR's insurance is primary and any insurance or self-insurance maintained by the AUTHORITY shall be excess and non-contributing.
2. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the District, Authority, County of Orange, the City of Buena Park, the City of Fullerton, and, its elected and appointed officials, officers, employees and agents.
3. All insurance policies required by this Contract shall waive all rights of subrogation against the District, Authority, County of Orange, the City of Buena Park, the City of Fullerton, and, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.
4. CMAR shall notify AUTHORITY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to AUTHORITY. Failure to provide written notice of

cancellation may constitute a material breach of the Contract, upon which the AUTHORITY may suspend or terminate this Contract.

5. If CMAR's Professional Liability policy is a "claims made" policy, CMAR shall agree to maintain professional liability coverage for two (2) years following completion of Contract.
6. The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001policy).
7. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.
8. If the CMAR 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.
9. AUTHORITY expressly retains the right to require CMAR 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 AUTHORITY.
10. AUTHORITY shall notify CMAR in writing of changes in the insurance requirements. If CMAR does not deposit copies of acceptable Certificates of Insurance and endorsements with AUTHORITY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to CMAR, and AUTHORITY shall be entitled to all legal remedies.
11. The procuring of such required policy or policies of insurance shall not be construed to limit CMAR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

6.13 INDEMNIFICATION

CMAR agrees to, indemnify, defend with counsel approved in writing by AUTHORITY, and hold District, Authority, County of Orange, the City of Buena Park, the City of Fullerton, and their elected and appointed officials, officers, employees, agents and those special districts and agencies which Owner's Board of Supervisors acts as the governing Board ("AUTHORITY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CMAR. If judgment is entered against CMAR and AUTHORITY by a court of competent jurisdiction because of the concurrent active negligence of CMAR and AUTHORITY or AUTHORITY INDEMNITEES, CMAR and AUTHORITY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve CMAR of any insurance requirements or obligations created elsewhere in this Contract.

6.14 AMENDMENTS

- 6.14.1 No alteration or variation of the terms of this Contract shall be valid unless made in writing and

signed by the parties; no oral understanding or Contract not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on AUTHORITY unless authorized by AUTHORITY in writing.

6.15 SUCCESSORS AND ASSIGNS

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

6.16 ENTIRETY

6.16.1 This Contract contains the entire Contract between the parties with respect to the matters provided for herein.

6.17 SEVERABILITY

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

6.18 BINDING OBLIGATION

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

6.19 GOVERNING LAW AND VENUE

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

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

6.20 CHILD SUPPORT ENFORCEMENT REQUIREMENTS

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

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

6.21 PUBLICATION

- 6.21.1 No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by CMAR and/or anyone acting under the supervision of CMAR to any person, partnership, company, corporation, or agency, without prior written approval by the AUTHORITY, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after AUTHORITY approval.
- 6.21.2 The CMAR agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. CMAR must first obtain review and approval of said media contact from the AUTHORITY through the AUTHORITY Project Manager. Any requests for interviews or information received by the media should be referred directly to the AUTHORITY. CMAR's are not authorized to serve as a media spokespersons for AUTHORITY projects without first obtaining permission from the AUTHORITY Project Manager.

6.22 RECORDS AND AUDIT/INSPECTIONS

- 6.22.1 CMAR shall keep an accurate record of time expended by CMAR and/or consultants employed by CMAR in the performance of this Contract.
- 6.22.2 Within ten (10) days of O AUTHORITY 's written request, CMAR shall allow AUTHORITY or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Contract.
- 6.22.3 CMAR shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the Contract or until resolution of any claim or dispute between the PARTIES, whichever is later.
- 6.22.4 Should CMAR cease to exist as a legal entity, records pertaining to this Contract shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to AUTHORITY.

6.23 NOTICES

- 6.23.1 Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' project managers' routine exchange of information and cooperation during the PROJECTS/SERVICES.
- 6.23.2 Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt, or no greater than four (4) calendar days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.
- 6.23.3 All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

CMAR: Kiewit Infrastructure West Co.
10704 Shoemaker Ave.
Santa Fe Springs, CA 90670
Attn: Robert Farrell
Phone: 562-946-1816
E-mail: Robert.Farrell@Kiewit.com

Authority: Orange County Civic Center Authority
300 N. Flower Street
Santa Ana, CA 92701
Attn: Shane Silsby, Director
Phone: 714-667-9700
E-mail: Shane.Silsby@ocpw.ocgov.com

cc: OC Public Works Procurement Services
300 N. Flower St., Suite 838
Santa Ana, CA 92703
Attn: Sapreena Leoso, DPA
Phone: 714-667-9648
E-mail: Sapreena.Leoso@ocpw.ocgov.com

6.24 ATTORNEY'S FEES

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

6.25 INTERPRETATION

- 6.25.1 Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract.
- 6.25.2 In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite having the opportunity to do so.
- 6.25.3 Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other PARTY hereto or by any person representing them, or both.
- 6.25.4 Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the PARTY that has drafted it is not applicable and is waived.
- 6.25.5 The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this Contract.

6.26 HEADINGS

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

6.27 CONSENT TO BREACH NOT WAIVER

6.27.1 No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

6.27.2 Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

6.28 REMEDIES NOT EXCLUSIVE

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

6.29 INDEPENDENT CONTRACTOR

6.29.1 As referenced in Section 6.6.2 of this Contract, CMAR shall be considered an independent Contractor.

6.29.2 Neither CMAR, its employees, nor anyone working under CMAR, shall qualify for workers' compensation or other fringe benefits of any kind through AUTHORITY.

6.30 BILLS AND LIENS

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

6.31 ASSIGNMENT

6.31.1 The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-Contracted by CMAR, by any means whatsoever including but not limited to acquisition by merger, without the express written consent of Owner. Any attempt by CMAR to assign or sub-Contract the performance or any portion thereof of this Contract without the express written consent of AUTHORITY shall be invalid and shall constitute a breach of this Contract.

6.32 CHANGES IN OWNERSHIP

6.32.1 CMAR agrees that if there is a change or transfer in Ownership, including but not limited to merger by acquisition, of CMAR's business prior to completion of this Contract, the new AUTHORITY shall be required under terms of sale or other transfer to assume CMAR's duties and obligations contained in this Contract and to obtain the written approval of Owner of such merger or acquisition, and complete the obligations and duties contained in the Contract to the satisfaction of AUTHORITY.

6.33 FORCE MAJEURE

- 6.33.1 CMAR shall not be assessed with damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CMAR gives written notice of the cause of the delay to Owner within thirty-six (36) hours of the start of the delay and CMAR avails himself of any available remedies.

6.34 COMPLIANCE WITH LAWS

- 6.34.1 CMAR represents and agrees that services to be provided under this Contract shall fully comply, at CMAR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by AUTHORITY in its governmental capacity and all other laws applicable to the PROJECTS/SERVICES at the time PROJECTS/SERVICES are provided to and accepted by AUTHORITY.
- 6.34.2 CMAR acknowledges that AUTHORITY is relying on CMAR for such compliance, and pursuant to the requirements of the indemnification Article above, CMAR agrees that it shall defend, indemnify and hold AUTHORITY and AUTHORITY INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

6.35 CALENDAR DAYS

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

6.36 BREACH OF CONTRACT

- 6.36.1 The failure of the CMAR to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, the AUTHORITY may:
- 6.36.2 Afford the CMAR written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- 6.36.3 Discontinue payment to the CMAR for and during the period in which the CMAR is in breach; and
- 6.36.4 Offset those monies disallowed pursuant to the above, against any monies billed by the CMAR but yet unpaid by the AUTHORITY.

6.37 DEFAULT

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

difference between the price specified in this Contract and the actual cost to the AUTHORITY.

- 6.37.2 In the event the CMAR shall fail to make prompt delivery as specified of any equipment or service, the same conditions as to the rights of the AUTHORITY to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.
- 6.37.3 In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the CMAR, any loss or damage sustained by the AUTHORITY in procuring any equipment or service which the CMAR agreed to supply under this Contract shall be borne and paid for by the CMAR.
- 6.37.4 Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the PROJECTS/SERVICES as agreed to herein, or otherwise substantially violating any provision of this Contract.
- 6.37.5 Upon termination of the Contract with CMAR, the Owner may begin negotiations with a third-party CMAR to provide goods and/or PROJECTS/SERVICES as specified in this Contract.
- 6.37.6 The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

6.38 CONFLICT OF INTEREST CONTRACTOR PERSONNEL

- 6.38.1 The CMAR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the AUTHORITY. This obligation shall apply to the CMAR; the CMAR's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and PROJECTS/SERVICES hereunder.
- 6.38.2 CMAR's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from: making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the AUTHORITY.

6.39 TITLE TO DATA

- 6.39.1 All materials, documents, data or information obtained from the AUTHORITY data files or any AUTHORITY medium furnished to the CMAR in the performance of this Contract, will at all times remain the property of the AUTHORITY. Such data or information may not be used or copied for direct or indirect use by the CMAR after completion or termination of this Contract without the express written consent of the AUTHORITY.
- 6.39.2 All materials, documents, data or information, including copies furnished by AUTHORITY and loaned to CMAR for his temporary use, must be returned to the AUTHORITY at the end of this Contract unless otherwise specified by the DIRECTOR.

6.40 AVAILABILITY OF FUNDS

- 6.40.1 The obligation of AUTHORITY is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the AUTHORITY to expend or as involving the AUTHORITY in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.

6.41 CONTINGENCY OF FUNDING

- 6.41.1 CMAR acknowledges that funding or portions of funding for this Contract may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of California or other funding sources to AUTHORITY. If such funding and/or appropriations are not forthcoming, or otherwise limited, AUTHORITY may immediately terminate or modify this Contract without penalty.

6.42 CONTRACT CONSTRUCTION

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

6.43 LABOR CODE NOTICE

- 6.43.1 All Contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of CMAR pursuant to Section 1725.5. Bids cannot be accepted from unregistered CMAR 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, CMAR and each subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

6.44 PAYROLL RECORDS

- 6.44.1 The requirements of Labor Code Section 1776 provide in part:
- CMAR 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 CMAR or any subcontractor(s) in connection with the work.
- 6.44.2 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.
- 6.44.3 The payroll records shall be certified and shall be available for inspection at the principal office of CMAR on the basis set forth in Labor Code Section 1776.
- 6.44.4 CMAR shall inform AUTHORITY of the location of the payroll records, including the street address, city and AUTHORITY, and shall, within five working days, provide a notice of any change of location and address of the records.
- 6.44.5 Pursuant to Labor Code Section 1776, CMAR 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 CMAR or any subcontractor fails to

comply within the 10-day period, he or she shall, as a penalty to AUTHORITY, 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. CMAR acknowledges that, without limitation as to other remedies of enforcement available to AUTHORITY, 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 CMAR. CMAR is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

6.45 WAGE RATES

6.45.1 CMAR 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. CMAR 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 AUTHORITY 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, CMAR 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.

6.46 PUBLIC RECORDS ACT

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

SIGNATURE PAGE FOLLOWS

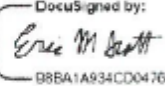
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date first above written.

Dated: _____

ORANGE COUNTY CIVIC CENTER AUTHORITY
A California joint powers authority

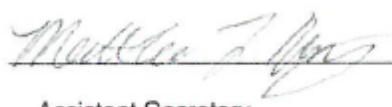
By _____

Dated: 6/8/2016

"CMAR",*
A California Corporation
DocuSigned by:
Signature: 
98BA1A934CD0476
Title: Senior Vice President

Print Name: Eric M. Scott

Dated: 6/8/2016

Signature: 
Title: Assistant Secretary

Print Name: Matthew L. Pappas

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

By: 

Dated: 6-14-16

***IMPORTANT NOTICE FOR CORPORATIONS:**

Based on 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.

ATTACHMENT A

SCOPE OF WORK

I. INTRODUCTION

The improvement project from Western Avenue to Beach Boulevard entails removal of the existing north side wall and the false invert and reconstruction of the north side wall to the same grade elevation of the existing south side wall. Improvements from Beach Boulevard to Dale Street primarily consist of removal of the existing trapezoidal section and its replacement with a concrete U-Channel of a lowered elevation.

This second phase of the project traverses below the bridges of the Interstate 5 Freeway, below an adjoining railroad bridge, and an oil line bridge. The project will also involve relocation or realignment of existing subterranean utility lines that impact the proposed channel invert elevation.

II. PROJECT SUMMARY

The work to be done consists, in general, of the removal of the existing interim north L-wall, and to reconstruct a deeper reinforced concrete L-wall section to match the existing south L-wall. The length of the channel improvements is approximately 1500 linear feet which includes two bridges: Western Avenue and Beach Blvd. owned, operated, and maintained by the City of Buena Park. The DISTRICT has preliminary approval of a city encroachment permit for all work within the city rights-of-way and those not indicated in the plans including the two crossings at Western Avenue and Beach Blvd. The CONTRACTOR shall formally apply for the required permits as DISTRICT's agent.

Access to the invert of the channel is through an existing ramp southwest of Western Avenue channel crossing. Due to limited access on top of the channel, most of the channel work is expected to be performed from the bottom (invert). The current invert width provides sufficient work room from Knott Avenue to Beach Blvd. Shoring is required on both bridge works.

Construction methods shall include demolition of the existing north L-wall; excavation and shoring to support the existing soil following removal of the concrete lining and support of the existing south wall from sliding in general and in particular in the vicinity of the commercial building at Beach Boulevard; implementation of a construction dewatering system for year round flow diversion; concrete formwork, installation of reinforced steel, and placement of structural concrete.

The CONTRACTOR shall be required to segmentally excavate beneath the bridges of Western Avenue and Beach Boulevard to construct "Stepped Walls" per Plans. The segmental construction shall be limited to an open-cut of eight (8) feet of the existing retaining wall inverts. The CONTRACTOR shall note and comply with this limitation on open-cuts beneath the bridges unless otherwise approved by ENGINEER.

The existing South Wall shear key was typically cast against earth. Although depicted on the Plans as a perfectly plane-face component of South Wall, the existing South Wall shear key may be irregular and is likely to vary along the length of the channel. Saw-cutting the irregular and unreinforced concrete of the existing South Wall shear key to provide a smooth face for bearing for the proposed North Wall shear key can be labor-intensive, time-consuming, and fraught with unknown field conditions. This has the potential to pose adverse field conditions. The CONTRACTOR shall note the limitations imposed on open-cuts by the irregular shape of existing South Wall and shall take precautions and the necessary measures to avoid causing damage to it. Any damage to South Wall by CONTRACTOR's operations shall be repaired at CONTRACTOR's sole expense.

FOR PURPOSES OF IDENTIFICATION, the aforementioned Work is referred to as “A03 Phase I” in the remainder of the document. In contrast, improvements from Beach Boulevard to Dale Street, primarily consisting of removal of the existing trapezoidal section and its replacement with a concrete U-Channel of a lowered elevation, are referred to as “A03 Phase II”. This 2nd phase of the project will require a construction permit from Caltrans and several other permits since it traverses below the bridges of the Interstate 5 Freeway, below an adjoining Southern Pacific railroad bridge, and an oil line bridge. The project will also involve relocation or realignment of existing subterranean utility lines that impact the proposed channel invert elevation. Unlike A03 Phase I, many Items of Work for A03 Phase II remain to be determined in cooperation with CMAR.

The classification of the CMAR’S license required in the performance of this Contract is “A”.

III. DESIGN PHASE SERVICES SCOPE OF WORK

The PROJECT will begin with the CMAR in an agency support role for design phase services and will potentially hold the construction Contract with the AUTHORITY for construction of the PROJECT. Following completion of the Construction Documents and prior to construction, the CMAR may assume the risk of delivering the PROJECT through a Guaranteed Maximum Price (GMP) Contract. The CMAR will be responsible for construction means and methods, and may be required to solicit Proposals from subcontractors to perform some of the work. For this PROJECT the CMAR is responsible for self-performing a minimum of 45% of the construction work as measured by total contract price for construction.

In addition to the list of design phase services in Article 2 of this Contract, the CMAR may be required to provide the following:

- Participation in design and specification review process;
- Detailed cost estimating and knowledge of marketplace conditions;
- Project planning and scheduling;
- Provide for construction phasing and scheduling that will minimize interruption to operations;
- Alternate systems evaluation and constructability studies;
- Advise AUTHORITY on ways to gain efficiencies in project delivery;
- Advise and initiate procurement of long-lead items;
- Assist in the regulatory and right-of-way permitting processes;
- Select subcontractors/suppliers for this project (see Section II through IV);
- Protect the Owner’s sensitivity to quality, safety, and environmental factors;
- Provide CEQA and regulatory permitting data such as detailed description of contract work, hours of operation and identification of staging areas;
- Provide public outreach;
- Constructability review of project design plans; and
- Meeting with AUTHORITY & PROJECT stakeholders.
- Provide a detailed description of the means and methods, equipment to be used, a diagram of where the equipment will be used such as bulldozers, cement trucks, and water truck, etc., in order to complete the project.
- Assist in identifying necessary staging and storage areas for construction equipment, work trailers for County and contractor staff, portable restrooms, storage containers and employee vehicle parking.
- Assist in identifying construction constraints.
- Review draft and final regulatory permits conditions, correspondence with regulatory agencies and participate in meetings with regulatory agencies.
- Develop a public outreach plan that outlines approaches to addressing public relations, community outreach and stakeholder involvement.

ATTACHMENT B
PRICING

The CMAR design phase services shall consist of the tasks listed below. Each task will include the necessary reports to fully analyze and discuss the topic in reviews with the AUTHORITY.

TASK	LEVEL OF EFFORT - HOURS																				Total Hours	Total Budget
	Project Manager	Design Phase Manager	Construction Superintendent	Project Engineer	Admin / Clerical	Lead Project Estimator	Project Estimator	Planner	PR Facilitator	Permitting Manager	Dewatering Design Engineer	Geotechnical Design Engineer	TC Design Engineer	Civil Superintendent	Operator Foreman	Operator	Vacuum Truck	Laborer	GPR Service	Traffic Control Sub		
Hourly Rates	\$155	\$160	\$190	\$140	\$75	\$175	\$125	\$105	\$100	\$135	\$195	\$175	\$190	\$135	\$108.71	\$105.18	\$180	\$83.66	\$312.50	\$181.25		
Task No. 1: Constructability /GMP	560	342	232	640	77	160	560	40	0	0	0	0	0	0	0	0	0	0	0	0	2,611	\$383,175.00
Constructability Review	160	80	80	160	4																484	\$75,500.00
Cost Estimate - 30%	40	16	16	40	8	40	160														320	\$45,000.00
Cost Estimate - 90%	40	16	16	40	8	40	160														320	\$45,000.00
Final Plan Review	80	80	20	80	4																264	\$40,500.00
Integrated Project Schedule & Monthly Updates	40	20	20	120	8			40													248	\$34,800.00
GMP	80	30	30	80	10	80	240														550	\$78,850.00
VE / Meetings	120	100	50	120	35																425	\$63,525.00
Task No. 2 - Permit Support	100	20	0	180	12	0	0	0	0	80	0	0	0	0	0	0	0	0	0	0	392	\$55,600.00
Regulatory Permit Support	20	20	0	20	4					0											64	\$9,400.00

Encroachment Permit Support	80	0	0	160	8					80											328	\$46,200.00
Task No. 3 - Public Outreach Plan	50	50	0	50	8	0	0	0	110	0	0	0	0	0	0	0	0	0	0	0	268	\$34,350.00
PO Plan Development	20	20	0	20	8				80												148	\$17,700.00
Community Meetings	30	30	0	30	0				30												120	\$16,650.00
Task No. 4 - Submittals	148	112	144	304	46	0	0	0	0	24	40	80	80	0	0	0	0	0	0	0	978	\$154,470.00
Construction Management Plan & Monthly Updates	60	24	24	80	12																200	\$29,800.00
Shoring Plan	24	24	32	80	8							80									248	\$39,440.00
Dewatering Plan	16	16	16	40	4						40										132	\$21,780.00
Staging Plan	16	16	16	40	4																92	\$13,980.00
SWPPP	16	16	16	24	8					24											104	\$15,280.00
Traffic Control Plans	16	16	40	40	10								80								202	\$34,190.00
Task No. 5 - Other	60	60	0	60	12	0	0	0	0	0	0	0	0	20	20	20	20	20	20	20	332	\$50,326.00
Utility Investigations	60	60	0	60	12									20	20	20	20	20	20	20	332	\$50,326.00
Task No. 6 - Reimbursables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$50,000.00
Other Costs																					-	\$50,000.00
Total Estimated MH's	918	584	376	1,234	155	160	560	40	110	104	40	80	80	20	20	20	20	20	20	20	4,581	\$727,921.00
Total Kiewit Budget																					\$718,046.00	
Sub-Consultant Budget (Sub-Consultants include GPR Service and Traffic Control)																					\$9,875.00	
Total Design Phase Services Budget																					\$727,921.00	

SUBCONTRACTOR FEES

I.

Name	Services	Amount
Southwest Geophysics, Inc.	General Geophysical Studies	Cost unknown, work will be performed on a Time and Material basis due to undefined scope of work.

Ground Penetrating Radar, Electromagnetics, Magnetics, Line Tracer	Hourly Rate
Half Day	\$1,250/4 hrs. or \$312.50/hr.
Full Day	\$2,250
Hourly Rate	\$250
(A Mob/Demob charge of \$300 applies to all projects billed on hourly rates.)	

Seismic Refraction, Sting Resistivity	Hourly Rate
Half Day	\$1,400
Full Day	\$2,450
Hourly Rate	\$250
(A Mob/Demob charge of \$450 applies to all projects billed on hourly rates.)	

Borehole and Corehole Utility/Rebar Locating	Hourly Rate
Mob/Demob	\$300
Hourly Rate	\$200
Full Day Discount Rate	\$1,850

Per Borehole Rate	Hourly Rate
Mob/Demob	\$300
Per Borehole	\$75

II.

Name	Services	Amount
Statewide Traffic Safety& Signs	Traffic Control – Lane Closures	Cost unknown, work will be performed on a Time and Material basis due to undefined scope of work.

	Hourly Rate
1 Lane, 1 Direction, 1 Mile, 1 T.C Truck, 2 Men Includes two (2) standard ramp closures	\$1,450.00/8 hr
1 Lane, 1 Direction, 1 Mile, 1 T.C Truck, 1 Men	\$925.00/8 hr
Complete Freeway Closure, 1 Direction, 1 T.C. Truck, 2 T.C. Techs	\$1,650.00/8 hr
Connector Closure, 1 T.C. Truck, 2 T.C. Techs	\$1,400.00/8 hr
Additional Connector/Connector closure during lane closure	\$150.00/each
Additional lanes, ramps and/or miles	\$75.00/each
Additional TC Truck (no equipment)	\$225.00/shift
Additional TC Tech	\$575.00/8hr
Impact Attenuator Vehicle, with Driver (Based on Availability)	\$900.00/8hr
Flagging – 2 Men / Day (T-13) / No Rumble Strips	\$1,350.00/8hr
Flagging - 2 Men / Night (T-13) / No Rumble Strips	\$1,400.00/8hr
Flagging – 2 Men / Day (T-13) / Includes Rumble Strips	\$1,650.00/8hr
Flagging – 2 Men / Night (T-13) / Includes Rumble Strips	\$1,700.00/8hr
Night flagging includes two light sources	

	Rate
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Overtime	\$95.00/8 – 12 hour/man
Double time	\$115.00/hr over 12 hour/man

Flashing arrow sign rental rates – call for purchase prices	Rate
	\$50/day
	\$160/1 Week
	\$400/4 Weeks
Delivery	\$75.00
Pick up	\$75.00

Changeable message sign rental rates – call for purchase prices	Rate
	\$150.00 / Day
	\$400.00 / 1 Week
	\$1,000.00/ 4 Weeks
Delivery	\$75.00
Pick up	\$75.00

Impact attenuator vehicle rental rates - 20 miles included per day - No Driver	Rate
	\$350/Day
	\$1,200/1 Week
	\$3,000/4 Weeks
Delivery	\$150/each
Pick up	\$150/each