

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

22.8 OWNER’S PROPERTY ON SITE

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

22.9 WRITTEN NOTICE

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

OC Public Works/OC Facilities Design and Construction/A&E Project
Management
TBD – Senior Project Manager
re: Aliso & Wood Canyons Wilderness Park – New Visitors Center
1143 East Fruit Street
Santa Ana, California 92701

Notice via electronic mail is insufficient.

END OF GENERAL CONDITIONS