

## BAYSHORES COMMUNITY ASSOCIATION

## CONTRACTOR RESPONSIBILITIES & AGREEMENT

BHE Management Corporation  
30011 Ivy Glen, #118  
Laguna Niguel, CA 92677  
949.363.1963  
Fax 949.363.9930

### RESPONSIBILITIES OF OWNER AND CONTRACTOR DURING CONSTRUCTION

Page 1 of 7

It is the responsibility of the property owner to oversee the construction and to assure that the General Contractor, all subcontractors, all suppliers of materials and equipment, and all of their workers observe these rules.

1. Pre-Construction Meeting: Before commencement of construction, the Property Owner and General Contractor must meet with the Chair of BCA's Security Committee or his/her designee in order to ensure that all parties are aware of the CC&Rs, Rules and Regulations, and Architectural Design Guidelines applicable to Bayshores construction projects and the consequences for failure to comply. At the discretion of the Chair of BCA's Security Committee (or designee), the pre-construction meeting may be virtual rather than in-person.
2. Construction Days/Hours: Construction hours are as follows: Monday - Friday 7:00 a.m. to 6:00 p.m. No construction vehicles or workers will be allowed to enter Bayshores except during construction hours and all construction vehicles and workers must exit Bayshores prior to the end of construction hours, excepting only construction vehicles that remain parked overnight in accordance with the parking rules set forth herein. Construction work is prohibited on Saturdays, Sundays and legal holidays, the day after Thanksgiving, December 24th, December 31st and MLK.
3. Authorized Entry to Construction Projects:
  - 3.1 General: No vehicle or person will be permitted to enter Bayshores to access or work at a construction site without the prior authorization of the Owner and/or the Owner's General Contractor. The Owner/Contractor shall be responsible to provide the Guard Gate with a list of all subcontractors, workers, and vehicles authorized to enter Bayshores to work at a job site. Owners/Contractors are strongly encouraged to enter the names, addresses, employer name, and other required information on Bayshores Dwelling Live.
  - 3.2 Entry for Large Vehicles That Block Streets or Alleys: Except as stated below, no construction vehicle shall be stopped or parked on any Bayshores street or alley for any period of time in such a manner as to block the flow of vehicular traffic along any street or alley. For purposes of this rule, a street or alley shall be deemed to be blocked if vehicular traffic is blocked in both directions or if vehicular access into or out of any garage is blocked. If it is necessary to block a street or alley in Bayshores in order to construct a project, approval must be obtained from the President of the Board of Directors or the Chairperson of either the Architectural Review Committee ("ARC") or Security Committee at least two (2) construction days (see Paragraph 2 above) in advance. In the event the temporary street/alley blockage is approved, at least forty-eight (48) hours prior to the scheduled blockage of a street or alley the Owner or Contractor shall (1)

### RESPONSIBILITIES OF OWNER AND CONTRACTOR DURING CONSTRUCTION

Page 2 of 7

notify the Guard Gate of the date and time of the approved entry and (2) provide written notice to all affected neighbors so they can move their vehicles out of the way. In addition, at least forty-eight (48) hours prior to the scheduled blockage of the street or alley, the Owner or Contractor shall post signs in appropriate places on either side of the area to be blocked so that traffic in the community can continue to flow as smoothly as possible. In all circumstances, the street or alley area to be blocked and the time period of the blockage shall be minimized to the maximum extent feasible. Immediately following the elimination of the street or alley blockage, the Owner or Contractor shall remove the signage notifying drivers of the blockage

4. No Animals, Minor Children, or Other Guests of Construction Workers Allowed: No pets (dogs, cats, or other animals), minor children, or guests who are not themselves construction workers on the applicable job site may enter Bayshores with a construction worker, including in vehicles. If another person who is not himself/herself a construction worker is driving a construction worker to or from the job site, such person shall drop off or pick up the construction worker outside the entrance to Bayshores, in a legal parking/stopping location that does not block or obstruct vehicular ingress to or egress from the Bayshores community, and the construction worker shall enter (after providing proper identification) or exit through the pedestrian gate.
5. Worker Behavior: No loud music or bad language will be tolerated. Workers are to show consideration and respect to residents and their guests. BCA reserves the right to bar the entry of any worker who violates this rule. BCA property (e.g., parks, beaches, etc.) is never to be used by the contractor or any construction workers, suppliers, or delivery persons for any purpose.

No food or other deliveries are permitted for construction workers. No more than one food truck or similar vehicle providing food service to workers shall be allowed per day per construction site and the food truck or similar vehicle shall be required to park on or directly in front of the construction site.

6. Construction Worker/Vehicle Parking:
  - 6.1 Permitted Locations for Construction Worker/Vehicle Parking: Construction workers are permitted to park their personal transportation vehicles (passenger cars and light trucks) in any of the following locations within the Bayshores community (but no others): (1) on the job site itself (i.e., behind the curb and off the street); (2) along the street frontage directly adjacent to the job site, but not in any alley and not in front of neighboring residences; (3) along the east side of Bayshore Drive adjacent to the hedge near the entrance to the Bayshore community (but not in the spaces marked for the use of BCA Security personnel and not in any red zone); (4) along the south side of Bayshore Drive adjacent to the Bayshore Marina (but not in any red zone); and (5) if pursuant to a valid Bayshore Marina parking pass (see below), in one of the BCA's reserved spaces in the Bayshore Marina. Construction worker vehicle parking is not permitted on the street adjacent to a Bayshores property other than the job site itself under any circumstances, including based on the written or verbal "permission" granted by the owner or occupant of the adjacent property. To the extent there is not sufficient parking within the Bayshores community for all of the construction workers on a particular job site, Owners/Contractors will need to provide parking outside Bayshores or else instruct their subcontractors and construction workers accordingly.

The parking restrictions in this Paragraph 6.1 do not apply to construction vehicles required for the delivery, placement, or removal of heavy materials, equipment, supplies, debris, etc., that cannot be easily carried by hand from a location away from the job site itself—including without limitation skip loaders and other tractors; dump trucks; cement mixers; cranes; and trucks carrying lumber, scaffolding, drywall, doors, windows, roofing materials, stone, cement, electrical supplies and equipment, pipe and plumbing supplies, flooring, paint and painting equipment, landscaping and hardscape materials, and the like.

### RESPONSIBILITIES OF OWNER AND CONTRACTOR DURING CONSTRUCTION

Page 3 of 7

6.2 Rules Applicable to BCA-Allocated Parking Spaces in Bayshore Marina: From time to time, BCA may have the authority to utilize a limited number of parking spaces in the Bayshore Marina for construction workers performing work on Bayshores projects—passenger cars and pick-up trucks only, excluding larger and heavier trucks and other heavy construction equipment. As of the date this Agreement is being executed, BCA has the right to utilize up to twenty (20) such spaces in the parking row along the low wall in the Bayshore Marina parking lot closest to Bayshore Drive, excluding the five (5) spaces closest to the driveway entrance to the parking lot. During the period(s) of time that BCA maintains such parking rights in the Bayshore Marina, the following rules shall apply to the use of such spaces.

- All projects in Fee Categories 1-3 in Section E of the Bayshores Architectural Guidelines (i.e., "New Home or Major Remodel" [over 50% of home square footage], "Semi Major Remodel" [30% to 50% of home square footage], and "Minor Remodel" [10% to 30% of home square footage]) for which construction is commenced after October 1, 2021, shall be required to purchase at least two (2) monthly Bayshore Marina parking passes for each full or partial month that construction is ongoing, commencing upon the commencement of construction (including the earliest of demolition, excavation, grading, or building) and ending upon the last day of the month in which the project qualifies for issuance of a Notice of Completion. Subject to the availability of additional parking spaces (see below), each owner/contractor of any project in any Fee Category who commences work after October 1, 2021, and who wishes to obtain additional Marina parking passes on a voluntary basis will be allowed to do so, on a first-come, first-served basis, up to a maximum of five (5) total Marina parking passes per job site.
- All projects in any Fee Category that commenced work prior to October 1, 2021, will be allowed, on a voluntary basis, to purchase Marina parking passes on a first-come, first-served basis, up to a maximum of five (5) total Marina parking passes per job site.
- Notwithstanding the foregoing, BCA reserves the right on thirty (30) days' notice to recall/reduce the number of "voluntary" Marina parking passes previously issued to an owner/contractor if a new construction job site would otherwise be unable to obtain its required minimum two (2) Marina parking passes; provided, that in no event shall the BCA unilaterally recall/reduce the number of Marina parking passes previously issued to a job site to less than two (2). In the event BCA reduces the number of "voluntary" parking passes previously issued to an owner/contractor, BCA shall promptly refund the amount of any advance parking fee previously paid by the owner/contractor with respect thereto (see below).
- The charge for a Marina parking pass shall be Seventy-Five Dollars (\$75) per month per pass, or such different amount as may be approved from time to time by the BCA Board of Directors. If the amount of the fee for a Bayshore Marina parking pass is changed, BCA shall promptly inform each owner/contractor to whom a Marina parking pass has previously been issued.
- The entire estimated amount of each project's Bayshore Marina parking fee (both required and voluntary spaces) shall be paid in advance. The amount of the required Security Deposit for each project (see Section D.4.1.1 of the Bayshores Architectural Guidelines) shall be increased accordingly. In the absence of approval by the ARC, the total estimated fee amount will be based upon the assumption that a construction job will be completed within the applicable deadline set forth in Section D.5.6 of the Bayshores Architectural Guidelines. Upon non-payment of the fee for Bayshore Marina parking passes, BCA reserves the right, in its discretion, to (1) revoke the parking pass(es) previously issued to the project; (2) draw down the owner's Security Deposit for the project by the amount owing (see Section D.4.1.1 of the Bayshores Architectural Guidelines); and/or (3) require that the amount of the owner's Security Deposit be immediately restored/increased to cover any accrued and unpaid and estimated future parking fees for that project. If any portion of the Security Deposit attributable to the Marina parking pass program remains on deposit after issuance of the Notice of Completion, that amount shall be promptly refunded to the owner (subject to deductions for amounts otherwise owing).

### RESPONSIBILITIES OF OWNER AND CONTRACTOR DURING CONSTRUCTION

Page 4 of 7

- Upon payment of the required fee (see above), BCA will provide to each owner/contractor the applicable number of Marina parking passes for that owner/contractor's job site. The Marina parking passes will be numbered or otherwise marked to be identifiable as pertaining to a particular job site. The Marina parking passes may have expiration dates and be subject to replacement/renewal.
  - It shall be the responsibility of each owner/contractor to deliver the Marina parking passes to its subcontractors and construction workers, to be responsible for the sharing or transfer of such passes between/among construction workers at the job site, and to return any unexpired parking passes to the Chair of the ARC or other designated BCA representative when use of the Marina parking pass has expired or is no longer needed. If a Marina parking pass is lost or stolen, a replacement parking pass will be provided for an additional fee of Twenty-Five Dollars (\$25) upon identification of the number of or other identifying information relating to the pass that needs to be cancelled.
  - The construction workers parking their vehicles in the Bayshore Marina parking lot shall be required to comply with all applicable rules and regulations set forth in the permit, including without limitation with respect to the types of vehicles permitted to park in the Marina parking lot (personal passenger vehicles and pick-up trucks only—no larger or heavier trucks or construction equipment) and the location(s) where they are permitted to park (generally, in the parking row along the low wall closest to Bayshore Drive, excluding the five (5) spaces closest to the driveway entrance to the parking lot). Each permit shall be displayed face up on the windshield of the vehicle at all times that the vehicle is parked in the Marina parking lot, together with the vehicle's temporary guest entry pass into Bayshores, so that both passes are easily visible from the exterior of the vehicle. Violations of the rules applicable to display or usage of the Marina parking passes will be considered a violation of the Bayshores Rules and Regulations and will be subject to the fines applicable to such violations.
7. Jobsite and Adjacent Streets and Alleys to Be Kept Clean at All Times: The project site shall be maintained in a clean, orderly and safe condition at all times during construction, consistent with the work being performed. Trash and debris shall be regularly removed. All streets and alleys adjacent to and near the job site shall be kept clean at all times. No dumping or storage of dirt, cement, trash, etc., is permitted on any street or alley. If cleanup is required, costs incurred by the BCA will be charged back to the Owner and/ or taken out of the Owner's construction Security Deposit.
8. Construction Fencing: During construction, contractors shall install and maintain a chain link/cyclone-type wire fence six feet (6') in height with dark green vinyl mesh around the perimeter of the lot to prevent trespassing onto the construction site and to mitigate unsightly views. The fence shall be closed with a secure lock during all hours and days when work is not actively being performed. The fence (including the green vinyl mesh) shall be maintained in first-class condition and repair for the duration of the construction project, until removed. If the fence deteriorates or is damaged, it shall be promptly repaired or replaced. Portable toilet and construction materials must be placed and maintained behind this fence, screened from view from the street.
9. Construction Signage: Construction signage on the exterior of the perimeter fence and/or visible from the adjacent street(s) and alley(s) shall be limited to the following: (1) one (1) rectangular sign per construction site, on the street front yard side of the lot, not to exceed 24" X 30" in size, which identifies the contractor and (optional) project architect and which provides contractor/emergency contact information, City of Newport Beach contact information, and any other information the sign may be required to obtain in order to comply with applicable federal, state, and local laws and regulations; (2) "No Trespassing" signs not to exceed 12" X 18" in size, with no more than two (2) such signs for every forty (40) linear feet of street or alley frontage; and (3) "No Parking" signs not to exceed 12" X 18" in size, with no more than two (2) such signs for every forty (40) linear feet of street frontage, and with such signage worded to prohibit parking only during construction hours (Monday-Friday between 7 AM-6 PM, excluding holidays and other non-Bayshores construction days—see Paragraph 2 above). To the extent practicable and legal, signage setting forth work rules for and notices to on-site construction workers shall be posted inside the and legal,

### RESPONSIBILITIES OF OWNER AND CONTRACTOR DURING CONSTRUCTION

Page 5 of 7

signage setting forth work rules for and notices to on-site construction workers shall be posted inside the construction fence so as to not be visible from the street or, if posting in such a location is not practicable or violates applicable federal, state, or local laws or regulations, such signage/notice(s) shall not exceed 10" X 12" in size. All signage shall consist of dark print against a white background. Each sign shall be maintained in first-class condition and repair for the duration of the construction project (or until removed) and shall be comprised of materials that will not deteriorate in adverse weather conditions or over the expected duration of the construction project. If a sign does deteriorate or is damaged, it shall be promptly repaired or replaced. Notwithstanding the foregoing, to the extent the signage requirements of this Paragraph 9 conflict with applicable federal, state, or local laws or regulations, the requirements of this Paragraph 9 shall be deemed to be modified to the minimum extent needed to comply with such laws and regulations. Signs posted in violation of this requirement may be removed by the BCA management staff and stored, where they may be collected by the owner or contractor.

10. Dumpsters: Wherever possible, all dumpsters and trash receptacles shall be placed directly on the property under construction. If a dumpster cannot practically be placed on the property (e.g., during demolition and grading or, for more minor remodels, when the front yard landscaping/hardscape is not being removed or replaced and there is insufficient room in the garage to accommodate such facility(ies), it may be temporarily placed on the street directly adjacent to the curb next to the property under construction, so as not to constitute a hazard to the safety of others or impede the free flow of traffic. Owners are encouraged to substitute small dumpsters for larger ones whenever possible to eliminate the need for placement of a dumpster in the street. Thick rigid wood pads (minimum 1" X 12" X 18") must be placed under the wheels of any dumpster placed on the street to prevent damage to the street. Any dumpster placed in the street may remain in that location for a maximum of ten (10) work days (i.e., excluding weekends and holidays when construction workers are not permitted to enter Bayshores). Extensions of the ten (10) day time limit may be approved only by the Chairperson of the ARC or his/her designee.
11. Placement of Construction Materials: If lumber or other packaged construction materials are unloaded in the street, the street access must not be blocked, and safety and warning devices must be installed while materials are being unloaded. The maximum length of time that materials may be unloaded in the street is twenty-four (24) hours. Unpackaged materials such as sand and soil may not be unloaded in the street. Stockpiling on the street is not permitted.
12. Portable Toilets: Portable toilets must be placed on the job site, not in any street or alley.
13. Exterior Painting: Exterior painting shall be controlled so paint does not migrate onto neighboring properties or nearby vehicles. No exterior spray painting is permitted on windy days when spray cannot be adequately controlled. The Owner or Contractor shall notify all adjacent neighbors in advance when exterior painting will occur so they can remove vehicles from the area.
14. Owner Responsible for Damage and Cost of Repairs: The Property Owner is responsible for all damage caused to streets, curbs, gutters, alleys, and other BCA property. Any costs or estimated costs incurred by BCA to repair such damage may be taken out of the Owner's construction security deposit.
15. BCA Remedies: Failure to comply with any of the requirements and procedures set forth in the CC&Rs, the Architectural Guidelines, or this Agreement may result in implementation of any one or more of the following remedies:
  - Issuance of a Notice of Violation to the Owner and/or contractor.
  - Placement of "Stop Order" to halt all work pending resolution or remedy of a violation.
  - Imposition of fines and/or penalties and deduction of the applicable fine or penalty amount against Owner's construction security deposit.
  - Denial of Bayshores gate access to the contractor, subcontractors, tradesmen, or workers.
  - Institution of court action.

**RESPONSIBILITIES OF OWNER AND CONTRACTOR DURING CONSTRUCTION**

**INSURANCE AND INDEMNITY**

Prior to construction, the general contractor and property owner shall provide the Bayshores Community Association with a Certificate of General Liability Insurance naming Bayshores Community Association as additional named insured for all operations, with no less than \$2,000,000 combined single limits for property damage and bodily injury and \$1,000,000 for auto liability. (See Addendum A-1 for additional information)

In addition to insurance, and without regard to any limitations on or exclusions from insurance coverage, Owner(s) agree to indemnify, defend, and hold harmless BCA and its officers, members, employees, independent contractors, and agents (collectively, the "Indemnitees") from and against any and all claims, liabilities, and losses for personal injury or death, property damage, economic loss, and damages of whatever kind or nature, including without limitation statutory fines or penalties, court costs, and attorney's fees (collectively, "Claims"), arising out of any of the following: (1) any work performed by or on behalf of Owner or Contractor with respect to the work that is the subject of this Agreement; (2) any acts or omissions of Owner or Contractor in performing the work; and (3) any breach by Owner or Contractor of its or their obligations set forth in this Agreement. Said indemnity obligation shall apply regardless of any actual or alleged negligence by any of the Indemnitees, but shall not apply to the extent that a Claim arises out of the intentional or reckless misconduct of the Indemnitee(s).

**ENVIRONMENTAL NOTICE**

THE CITY OF NEWPORT BEACH, ORANGE COUNTY & THE STATE OF CALIFORNIA ALL HAVE ORDINANCES AGAINST WASHING ANY TYPE OF POLLUTING SUBSTANCE (PAINT, CONCRETE, CLEANERS, THINNERS, BUILDING DEBRIS, ETC.), DOWN THE DRAINS INTO THE BAY. ALL SUCH DEBRIS MUST BE DISPOSED OF PROPERLY OFF-SITE. THERE ARE LARGE FINES FOR DISOBEYING THESE ORDINANCES. ANYONE OBSERVED DUMPING SUBSTANCES DOWN THE DRAINS INTO THE BAY WILL BE REPORTED TO THE NEWPORT BEACH POLICE DEPARTMENT ENVIRONMENTAL OFFICER.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Owner Name

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

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Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RESPONSIBILITIES OF OWNER AND CONTRACTOR DURING CONSTRUCTION**

Page 7 of 7

**Addendum A-1**

**BAYSHORES COMMUNITY ASSOCIATION  
OWNER/GENERAL CONTRACTOR INSURANCE REQUIREMENTS**

The property owner and contractor shall maintain in full force and effect at all times during the performance of all work within Bayshores Community Association, insurance coverage, and additional insured endorsements as set forth herein. General Contractor shall provide Certificates of insurance evidencing such coverages before commencing the work.

A comprehensive liability or commercial general liability policy which shall include (a) broad form property damage, including completed operations or its equivalent; (b) an endorsement Association as additional insured. General Contractor shall provide proof that General Contractor and all subcontractors, if any, maintain comprehensive general liability within the limits of liability not less than \$2,000,000.00 combined single limit per occurrence. General Contractor and its subcontractors, if any, shall name Association and The Irvine Company (owner of the Bayshore Marina property upon which construction workers may be permitted to park their vehicles during Bayshores construction hours) as additional insureds; (c) an endorsement stating; "Such insurance as is afforded by this policy for the benefit of the Association and The Irvine Company shall be primary insurance, and any other maintained by the Association and The Irvine Company shall be non-contributory. However, this endorsement shall apply only to losses, claims, or liabilities arising out of the Contractor's operations or the operations for whose actions the Contractor may be responsible"; (d) commercial auto coverage with limits of liability of not less than \$1,000,000.00 each accident combined Bodily Injury and Property Damage Liability insurance including, but not limited to owned autos, hired or non-owned autos; (e) General Contractor shall furnish certificates and endorsements to Association, in a form acceptable to Association. Failure to provide the Insurance Certificates as required shall give Association the right to deny access to Bayshores Community Association by General Contractor and/or any subcontractors.