

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

352



SUBMITTAL DATE:
September 24, 2015

FROM: Economic Development Agency

SUBJECT: Riverside Public Defender/Probation Building Project - Approval of Construction Management Services Agreement, Amendment No. 5 to Architectural and Engineering Services Agreement, Plans and Specifications, and Budget Adjustment, District 2, [\$11,476,177], Bond Proceeds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached professional services agreement for construction management services between the County of Riverside and ProWest PCM, Inc. (ProWest) of Wildomar, California, in the amount of \$1,401,342, plus a reimbursable allowance of \$65,000 for the Riverside Public Defender/Probation Building Project and authorize the Chairman of the Board to execute the agreement on behalf of the county;
2. Ratify the attached Amendment No. 5 to the architectural and engineering services agreement for the Public Defender/Probation Building Project between the County of Riverside and Holt Architects, Inc. (Holt) of Rancho Mirage, California, in the amount of \$601,600, plus a reimbursable allowance of \$8,900, and authorize the Chairman of the Board to execute the agreement on behalf of the county;

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:		Next Fiscal Year:		Total Cost:		Ongoing Cost:		POLICY/CONSENT (per Exec. Office)
COST	\$	4,785,941	\$	6,690,236	\$	11,476,177	\$	0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0	

SOURCE OF FUNDS:	Bond Proceeds 100% - PFA Lease Revenue	Budget Adjustment: No
	Bonds	For Fiscal Year: 2015/16-16/17

C.E.O. RECOMMENDATION:

APPROVE

BY: *Rohini Dasika*
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *GREGORY P. PRIAMOS*
DATE: 9/22/15

FISCAL PROCEDURES APPROVED
BY: *PAUL ANGULO, CPA, AUDITOR-CONTROLLER*
9/21/15
Susana Garcia-Bocanegra

REVIEWED BY CIP
Ivan M. Chand
Deputy County Executive Officer

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 3-11 of 3/24/15; 3-38 of 10/21/14; 3-86 of 2/26/13 | District: 2 | Agenda Number:

3-13

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency

FORM 11: Riverside Public Defender/Probation Building Project - Approval of Construction Management Services Agreement, Amendment No. 5 to Architectural and Engineering Services Agreement, Plans and Specifications, and Budget Adjustment, District 2, [\$11,476,177], Bond Proceeds 100%

DATE: September 24, 2015

PAGE: 2 of 4

RECOMMENDED MOTION: (Continued)

3. Authorize the Assistant County Executive Officer/EDA to administer the professional services agreement for construction management services for ProWest, and Amendment No. 5 for Holt, in accordance with applicable Board policies;
4. Approve the plans and specifications for the Riverside Public Defender/Probation Building Project;
5. Authorize ProWest to release bid packages for all trades necessary to complete the Riverside Public Defender/Probation Building Project per plans and specifications;
6. Upon completion of the bid process for each trade, authorize the Assistant County Executive Officer/EDA to submit the contract for award of the bid to the lowest responsive and responsible bidder to the Chairman of the Board, and authorize the Chairman to execute the agreement on behalf of the Board provided that, if any of the following occur, the award will be submitted to the Board for action: there is a bid protest, the lowest bid exceeds the estimated construction budget, the low bidder is disqualified, two or more bids are the same and are the lowest, or a bidder requests relief from its bid due to an error;
7. Authorize the Assistant County Executive Officer/EDA to administer the contracts for the awarded low bidders in accordance with applicable Board policies; and
8. Approve an estimated budget increase of \$11,476,177 for a revised project budget of \$31,102,565.

BACKGROUND:

Summary

The Public Defender/Probation Building project was initiated on May 18, 2010. Construction on the building started on April 15, 2013, and the original contractor was terminated for convenience on July 26, 2014. Subsequently, on December 26, 2014, the Economic Development Agency (EDA) advertised a Request for Qualifications for the purpose of selecting the most qualified firm to provide construction management services for a CM Multi-Prime delivery method for the completion of the Public Defender/Probation Building project.

Per Board Policy H-7 and Government Code, a selection committee was formed that included representatives from EDA, the Law Offices of the Public Defender, and the Riverside County Probation Department to review each firm's qualifications. After reviewing all of the submitted Statement of Qualifications, ProWest was selected as the firm best suited to provide construction management services for the project.

ProWest will be responsible for preparing individual scopes of work for each trade per the approved construction documents, bidding out each trade in order to obtain the best possible price, and managing each prime contractor once they are onsite. ProWest will also be responsible for all pre-construction and construction meetings, performing quality control, preparing and revising the construction schedule, estimating costs before bids and during construction, value engineering before bids and during construction, preparing a site logistics plan, providing bid clarifications, analyzing all bids, and writing all prime contracts. ProWest's fee includes all of these services and is a substitution for what a general contractor would receive as profit.

(Continued)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency

FORM 11: Riverside Public Defender/Probation Building Project - Approval of Construction Management Services Agreement, Amendment No. 5 to Architectural and Engineering Services Agreement, Plans and Specifications, and Budget Adjustment, District 2, [\$11,476,177], Bond Proceeds 100%

DATE: September 24, 2015

PAGE: 3 of 4

BACKGROUND:

Summary (Continued)

On October 21, 2014, the Board of Supervisors approved a construction agreement between the County of Riverside and Angeles Contractor, Inc. (Angeles) through the Easy Indefinite Quantity Contract procurement method to complete the seismic retrofit portion of the construction of the Public Defender/Probation Building project. Angeles is currently completing the seismic retrofit work portion of the project; the building will then be ready for the remainder of construction activities to commence. Upon approval of the construction management services agreement, ProWest has drafted a detailed estimate for the cost of the remainder of construction and will continue to modify the construction schedule to deliver the project at the earliest possible date.

Based on the approved plans and specifications, ProWest's initial cost estimate for the remaining construction of the project was \$19,626,388. Pursuant to a scope evaluation by EDA and ProWest, the estimated construction costs have been reduced to \$17,543,253.

In addition to construction, soft cost expenditures will continue and additional funding is needed for construction phase design assistance, project management, inspection, commissioning, and furniture. EDA is also expecting a rebate from the City of Riverside Public Utilities Department due to the upgrades being made to the mechanical, electrical, and window systems.

The costs related to the project to this point can be attributed to the unforeseen amount of seismic work that has been required for this project, the additional scope added to the project since project inception in 2009, and the extended duration of the project which has driven up soft costs. Mobilization of construction for the remaining work is expected to begin in October 2015 with anticipated completion in January 2017.

Since the project's commencement, \$10,518,601 has been expended; an additional \$1,033,868 is obligated to be paid to various vendors for remaining work, which results in a remaining unspent project balance of \$8,073,918 from the original budget. ProWest's detailed cost estimate for the remaining construction of the project is \$17,543,253; an additional \$2,006,842 is required for additional soft costs and potential change orders for the current seismic work which totals to \$19,550,095. Since \$8,073,918 is on hand, an additional \$11,476,177 of funding is needed to complete the project.

In addition to the contract with ProWest, the department requests ratification of Amendment No. 5 to Holt's architectural and engineering services agreement, which represents work necessary to assist ProWest in the development of bid packages, re-design the original Heating, Ventilation and Air Conditioning (HVAC) system, conform the plans (architectural, mechanical, electrical, plumbing, and structural) based on floor plan changes and new HVAC design, and to provide construction administration assistance to ProWest as it applies to the design drawings.

The scope of the project has evolved from a tenant improvement project to a full modernization of the building, including seismic retrofits. The increased scope also includes the addition of the Probation Department as a tenant, and the requirement for HVAC system modernization. The unknown conditions of the building and the infeasibility of rehabilitation of the building have resulted in a budget increase. The revised budget of \$31,102,565 will complete the project.

(Continued)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency

FORM 11: Riverside Public Defender/Probation Building Project - Approval of Construction Management Services Agreement, Amendment No. 5 to Architectural and Engineering Services Agreement, Plans and Specifications, and Budget Adjustment, District 2, [\$11,476,177], Bond Proceeds 100%

DATE: September 24, 2015

PAGE: 4 of 4

BACKGROUND:

Summary (Continued)

Upon completion of the bid packages, ProWest will solicit bids for those completed bid packages. In order to keep the project moving forward and meet project schedule commitments, staff recommends the Board authorize the Assistant County Executive Officer/EDA to determine award for each trade of the project in accordance with Board Policy B-11 and authorize the Chairman to execute the agreements on behalf of the Board of Supervisors, provided that the lowest bid falls within the allotted project budget amount for construction.

Impact on Citizens and Businesses

The Public Defender/Probation Building project will accommodate the Law Offices of the Public Defender and Probation Departments and will provide the necessary office space to account for the long term growth of both departments. The Public Defender will have the space to consolidate all operations into one building, enhancing communication and work efficiencies and resulting in an environment that will serve the community in the most effective manner possible. The Probation Department will house court officers and pre-sentence investigators who will then be in close proximity to the courts that are served.

Additional Fiscal Information

Based on ProWest's construction project cost estimate and soft costs which totals \$19,550,095, and the remaining project budget balance of \$8,073,918, the project requires an additional allocation of \$11,476,177. Expenditures for FY 2015/16 are estimated at \$4,785,941; expenditures for FY 2016/17 are estimated at \$6,690,236. All costs associated with this agreement will be 100% funded by Bond Proceeds already on hand, therefore, no net county costs will be incurred and no adjustment to the source of funds is required at this time.

Attachments:

Construction Management Services Agreement with ProWest PCM, Inc.
Amendment No. 5 for Holt Architects, Inc.
Specifications



STANDARD FORM OF AGREEMENT BETWEEN
COUNTY AND CONSTRUCTION MANAGER

by and between

ProWest PCM, Inc.

(the "Construction Manager")

and

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

RIVERISDE PUBLIC DEFENDER/PROBATION REMODEL PROJECT

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 GENERAL PROVISIONS	1
1.1 DEFINITIONS	1
1.1.1 Acceptance	2
1.1.2 Addendum.....	2
1.1.3 Additional Insured	2
1.1.4 Additional Services.....	2
1.1.5 Additional Services Compensation.....	2
1.1.6 Additional Services Fees.....	2
1.1.7 Agreement.....	2
1.1.8 Alternate.....	2
1.1.9 Applicable Laws.....	2
1.1.10 Application for Payment.....	2
1.1.11 Architect.....	2
1.1.12 Architect's Subconsultant.....	2
1.1.13 Assist.....	2
1.1.14 Assistant CEO/EDA.....	3
1.1.15 Award.....	3
1.1.16 Basic Services.....	3
1.1.17 Basic Services Compensation.....	3
1.1.18 Basic Services Fees.....	3
1.1.19 Bid.....	3
1.1.20 Bidder.....	3
1.1.21 Bidding Documents.....	3
1.1.22 Bidding Phase.....	3
1.1.23 Board of Supervisors.....	3
1.1.24 Claim.....	3
1.1.25 Close-Out Completion.....	3
1.1.26 Close-Out Documents.....	3
1.1.27 Close-Out Phase.....	4
1.1.28 Comprehensive Management Plan.....	4
1.1.29 Construction Contract.....	4
1.1.30 Construction Costs.....	4
1.1.31 Construction Documents.....	4
1.1.32 Construction Schedule.....	4
1.1.33 Contract Adjustment.....	4
1.1.34 Contract Documents.....	4
1.1.35 Contract Price.....	4
1.1.36 Contract Time.....	4
1.1.37 Contractor.....	4
1.1.38 Contractor Safety Plan.....	4
1.1.39 County.....	5
1.1.40 County Consultant.....	5
1.1.41 County Consultant Costs.....	5
1.1.42 County Website.....	5
1.1.43 Day.....	5
1.1.44 Defective Work.....	5
1.1.45 Delay.....	5
1.1.46 Deliverables.....	5
1.1.47 Design Costs.....	5
1.1.48 Design Documents.....	5

1.1.49	Design Phase.....	5
1.1.50	Development Plan.....	5
1.1.51	Disability Laws.....	6
1.1.52	Disabled Access Plan.....	6
1.1.53	Document Control Plan.....	6
1.1.54	Drawings.....	6
1.1.55	Effective Date.....	6
1.1.56	Emergency Response Plan.....	6
1.1.57	Environmental Laws.....	6
1.1.58	Estimate of Construction Costs.....	7
1.1.59	Existing Improvements.....	7
1.1.60	Final Construction Documents.....	7
1.1.61	Final Program.....	7
1.1.62	General Conditions.....	7
1.1.63	Good Faith Determination.....	7
1.1.64	Governmental Authority.....	7
1.1.65	Hazardous Substance.....	7
1.1.66	Hourly Rates.....	7
1.1.67	Indemnities.....	8
1.1.68	Initial Program.....	8
1.1.69	Inspector of Record.....	8
1.1.70	Intellectual Property Rights.....	8
1.1.71	Interest Rate.....	8
1.1.72	Invoice for Payment.....	8
1.1.73	Key Personnel, Key Person.....	8
1.1.74	Loss, Losses.....	8
1.1.75	Manage, Management, Managing.....	8
1.1.76	Master Project Schedule.....	8
1.1.77	Maximum Hourly Fee.....	8
1.1.78	Mobilization/Programming Phase.....	8
1.1.79	Mold.....	9
1.1.80	Notice of Completion.....	9
1.1.81	Notice of Intent to Award.....	9
1.1.82	Operations Displacement Plan.....	9
1.1.83	Period of Inactivity.....	9
1.1.84	Phase.....	9
1.1.85	Plans.....	9
1.1.86	Post-Completion Phase.....	9
1.1.87	Post-Award Submittals.....	9
1.1.88	Post-Completion Phase.....	9
1.1.89	Program.....	9
1.1.90	Project.....	9
1.1.91	Project Budget.....	9
1.1.92	Project Construction Budget.....	10
1.1.93	Project Costs.....	10
1.1.94	Project Documents.....	10
1.1.95	Construction Manager's Own Expense.....	10
1.1.96	Project Reports.....	10
1.1.97	Project Representative.....	10
1.1.98	Project Schedule.....	10
1.1.99	Project Team.....	10
1.1.100	Proprietary Information.....	10
1.1.101	Record Documents.....	10
1.1.102	Record Drawings, Record Specifications.....	10
1.1.103	Reimbursable Expenses.....	10

1.1.104	Schematic Design Documents	11
1.1.105	Separate Contractor	11
1.1.106	Site	11
1.1.107	Specifications	11
1.1.108	Subconsultant	11
1.1.109	Subcontractor	11
1.1.110	Submittal	11
1.1.111	Temporary Facilities Plan.	11
1.1.112	Tier	11
1.1.113	Work	11
1.2	INCORPORATION OF RECITALS	11
1.3	PERFORMANCE STANDARD	11
1.3.1	Standard of Care	11
1.3.2	Fiduciary Relationship	12
1.3.3	Leadership Role	12
1.4	AUTHORITY OF CONSTRUCTION MANAGER	12
1.5	CONSTRUCTION MANAGER'S PERSONNEL	12
1.5.1	Commitment, Cooperation	12
1.5.2	Key Personnel	12
1.5.3	Project Representative	13
1.5.4	Sole Responsibility	13
1.6	SUBCONSULTANTS	14
1.6.1	Retention	14
1.6.2	Approval by County	14
1.6.3	Pre-Approved Subconsultants	14
1.6.4	Written Contracts	14
1.6.5	Supervision	14
1.6.6	Termination	15
1.6.7	No County Responsibility	15
1.7	OWNERSHIP OF DOCUMENTS	15
1.7.1	Property of County	15
1.7.2	Assignment of Rights	15
1.7.3	Use by County	15
1.7.4	Construction Manager's Warranty	15
1.7.5	Use by Construction Manager	15
1.7.6	Inspection by County	16
1.7.7	Delivery to County	16
1.7.8	Disputes	16
1.8	APPLICABLE LAWS	16
1.8.1	Compliance with Laws	16
1.8.2	Changes in Laws	16
1.8.3	Direct Communications	16
1.9	TIME OF ESSENCE	16
1.10	EFFECTIVE DATE	17
1.11	ARCHITECTURAL, ENGINEERING, LEGAL AND CERTIFIED PUBLIC	

ACCOUNTING SERVICES.....	17
ARTICLE 2 BASIC SERVICES.....	17
2.1 GENERAL PROVISIONS.....	17
2.1.1 Basic Services.....	17
2.1.2 Comprehensive Management Plan.....	17
2.1.3 Development Plan.....	17
2.1.4 Project Reports.....	17
2.1.5 Project Meetings.....	18
2.1.6 Financial Reporting.....	18
2.1.7 Schedule and Progress Reporting.....	18
2.1.8 County Consultants.....	18
2.1.9 Project Team Management.....	18
2.1.10 Governmental Authorities.....	19
2.1.11 Commissioning.....	19
2.1.12 Risk Management.....	19
2.1.13 Computer Aided Design.....	20
2.1.14 Communications.....	20
2.1.15 Construction Means, Methods and Safety.....	20
2.1.16 Rejection of Work.....	20
2.1.17 No Authority to Stop Work.....	20
2.1.18 Testing and Inspections.....	20
2.1.19 Document Control Plan.....	21
2.2 MOBILIZATION/PROGRAMMING PHASE.....	21
2.2.1 Mobilization.....	21
2.2.2 County Priorities.....	21
2.2.3 Project Delivery.....	21
2.2.4 Initial Program.....	21
2.2.5 Final Program.....	22
2.2.6 Site Conditions.....	22
2.3 DESIGN PHASE.....	22
2.3.1 Construction Documents.....	22
2.3.2 Value Engineering.....	22
2.3.3 Construction Phasing.....	22
2.3.4 Labor Availability.....	22
2.3.5 Permits, Easements, Approvals.....	23
2.3.6 Estimates of Construction Costs.....	23
2.3.7 Temporary Facilities Plan.....	23
2.3.8 Operations Displacement Plan.....	23
2.3.9 Disabled Access Plan.....	23
2.3.10 Emergency Response Plan.....	23
2.3.11 Independent Design Reviews.....	23
2.4 BIDDING PHASE.....	23
2.4.1 Scope Descriptions.....	23
2.4.2 Prequalification.....	24
2.4.3 Conferences.....	24
2.4.4 Reference Documents.....	24
2.4.5 Bidding Documents.....	24
2.4.6 Schedule of Values.....	24
2.4.7 Addenda.....	24
2.4.8 Post-Award Submittals.....	24

2.4.9	Debriefings.....	24
2.4.10	Protests.....	24
2.5	CONSTRUCTION PHASE.....	24
2.5.1	General Conditions.....	24
2.5.2	Payments.....	25
2.5.3	On-Site Representatives.....	25
2.5.4	Construction Meetings.....	25
2.5.5	Surety Bonds.....	25
2.5.6	Safety.....	25
2.5.7	Utilities Coordination.....	26
2.5.8	Requests for Information.....	26
2.5.9	Changes.....	26
2.5.10	Submittals.....	27
2.5.11	County-Furnished Materials.....	27
2.5.12	Schedule of Values.....	27
2.5.13	Construction Schedules.....	27
2.5.14	Staffing.....	28
2.5.15	Report Review.....	28
2.5.16	Daily Reports.....	28
2.5.17	Photographic Record.....	28
2.5.18	Observations at Site.....	28
2.5.19	Defective Work.....	29
2.5.20	Means, Methods.....	29
2.5.21	Inspections, Testing.....	29
2.5.22	Permits.....	29
2.5.23	Urban Runoff and Storm Water.....	29
2.5.24	CEQA Compliance.....	29
2.5.25	AQMD Compliance.....	29
2.5.26	Field Monuments.....	29
2.5.27	Certified Payrolls.....	29
2.5.28	Record Documents.....	30
2.5.29	Claims.....	30
2.6	CLOSE-OUT PHASE.....	30
2.6.1	Inspection.....	30
2.6.2	Punch Lists.....	30
2.6.3	Operational Testing.....	30
2.6.4	Occupancy Permits.....	30
2.6.5	Final Payment.....	30
2.6.6	Close-Out Documents.....	31
2.6.7	Audit.....	31
2.7	POST-COMPLETION PHASE.....	31
2.8	SCHEDULING.....	31
2.8.1	Master Project Schedule.....	31
2.8.2	Project Schedule.....	31
2.8.3	Extensions.....	31
2.8.4	Updates.....	32
2.8.5	County Review.....	32
2.8.6	No Delay.....	32
2.8.7	Delay Losses.....	32
	ARTICLE 3 ADDITIONAL SERVICES.....	32

3.1	DEFINITION, AUTHORIZATION	32
3.2	ENUMERATION OF ADDITIONAL SERVICES	32
3.3	NOTICE OF ADDITIONAL SERVICES.....	33
3.4	DISPUTES	33
ARTICLE 4 COUNTY RESPONSIBILITIES.....		34
4.1	ADMINISTRATION BY COUNTY	34
4.1.1	County Requirements	34
4.1.2	County Approvals.....	34
4.1.3	Assistant CEO/EDA	34
4.2	PROJECT INFORMATION	34
4.3	ACCESS TO SITE	34
ARTICLE 5 CONSTRUCTION MANAGER'S COMPENSATION.....		34
5.1	BASIC SERVICES COMPENSATION.....	34
5.1.1	Total Compensation	34
5.1.2	Basic Services Fees	35
5.1.3	Guaranteed Amounts.....	35
5.2	REIMBURSABLE EXPENSES	35
5.2.1	Exclusive List	35
5.2.2	Approval Limitations.....	36
5.2.3	Mark Ups.....	36
5.2.4	Expense Records.....	36
5.3	ADDITIONAL SERVICES COMPENSATION.....	37
5.3.1	Additional Services Compensation.....	37
5.3.2	Additional Services Fees.....	37
5.3.3	Direct Engagement.....	37
5.4	HOURLY RATES	37
5.5	RELEASE FOR PRIOR SERVICES	37
5.6	DISPUTES	37
5.7	NO WAIVER OR RELEASE OF RIGHTS.....	38
ARTICLE 6 PAYMENTS TO CONSTRUCTION MANAGER.....		38
6.1	INVOICES FOR PAYMENT	38
6.1.1	Basic Services Fees	38
6.1.2	Additional Services Fees.....	38
6.1.3	Reimbursable Expenses.....	38
6.2	PAYMENT SCHEDULE FOR BASIC SERVICES	39
6.3	ACCOMPANYING DOCUMENTATION.....	39

6.4	REVIEW AND PAYMENT	40
6.4.1	Review by County	40
6.4.2	Payment by County	40
6.5	PAYMENT DISPUTES	40
6.6	WITHHOLDING BY COUNTY	40
6.7	LIENS, STOP NOTICES, CLAIMS	40
ARTICLE 7 RECORDS AND FILES		41
7.1	FINANCIAL MANAGEMENT	41
7.2	RECORD KEEPING	41
7.2.1	Books and Records	41
7.2.2	Maintenance and Retention	41
7.3	INSPECTION, PRODUCTION AND AUDITING	41
7.4	NONCOMPLIANCE BY CONSTRUCTION MANAGER	42
7.4.1	Cost of Audit	42
7.4.2	County Remedies	42
7.4.3	Withholding	42
7.4.4	Legal Proceedings	42
7.5	SUBCONSULTANTS	42
ARTICLE 8 DEFAULT, TERMINATION, SUSPENSION		43
8.1	TERMINATION BY COUNTY FOR CAUSE	43
8.1.1	Default by Construction Manager	43
8.1.2	Remedies Upon Default	43
8.1.3	Rights Cumulative	43
8.1.4	Disability, Insolvency	43
8.1.5	Construction Manager Obligations	43
8.1.6	Completion by County	44
8.1.7	Payment to Construction Manager	44
8.2	TERMINATION WITHOUT CAUSE	45
8.2.1	Termination for Convenience	45
8.2.2	Payment to Construction Manager	45
8.3	SUSPENSION BY COUNTY	45
8.4	TERMINATION BY CONSTRUCTION MANAGER	46
8.4.1	Construction Manager's Remedies	46
8.4.2	Payment to Construction Manager	46
ARTICLE 9 INDEMNIFICATION		46
9.1	INDEMNIFICATION BY CONSTRUCTION MANAGER	46
9.1.1	Indemnification Obligation	46
9.1.2	Limitations on Indemnity Obligation	46
9.1.3	Subconsultant Indemnity Agreements	46
9.1.4	No Limitation by Insurance	46

9.1.5	Enforcement.....	47
ARTICLE 10	INSURANCE.....	47
10.1	CONSTRUCTION MANAGER’S INSURANCE	47
10.1.1	Required Coverages.....	47
10.1.2	Notice of Cancellation.....	48
10.1.3	Additional Insureds.....	48
10.1.4	Self Insured Retentions.....	48
10.1.5	Certificates of Insurance.....	48
10.1.6	Waiver of Subrogation.....	48
10.1.7	Lapse in Coverage.....	49
10.1.8	Subconsultants.....	49
ARTICLE 11	DISPUTE RESOLUTION.....	49
11.1	RESOLUTION OF DISPUTES.....	49
11.2	GOOD FAITH DETERMINATIONS	49
11.3	ATTORNEY’S FEES.....	49
ARTICLE 12	ROYALTIES, PATENTS, COPYRIGHTS AND TRADE SECRETS	50
12.1	ROYALTIES.....	50
12.2	INFRINGEMENT.....	50
12.3	NOTICE BY CONSTRUCTION MANAGER	50
ARTICLE 13	MISCELLANEOUS	50
13.1	GOVERNING LAW AND VENUE	50
13.2	HAZARDOUS SUBSTANCES	50
13.2.1	Introduction by Construction Manager.....	50
13.2.2	Existing Hazardous Substances.....	51
13.3	NO WAIVER.....	51
13.4	NO THIRD-PARTY RIGHTS.....	51
13.5	EXTENT OF AGREEMENT	51
13.6	SUCCESSORS AND ASSIGNS	52
13.7	CONFIDENTIALITY	52
13.8	INDEPENDENT CONTRACTOR.....	52
13.9	CONSTRUCTION MANAGER’S REPRESENTATIONS.....	53
13.10	SURVIVAL	53
13.11	SEVERABILITY.....	53
13.12	INTERPRETATION.....	53

13.13	ADVERTISING	53
13.14	ELECTRONIC DOCUMENTS.....	53
13.15	COUNTERPARTS	54
13.16	TITLES FOR CONVENIENCE.....	54
13.17	NONDISCRIMINATION	54
13.18	SERVICES PERFORMED BY CONSTRUCTION MANAGER OR AFFILIATES.....	54
13.19	REBATES, KICKBACKS.....	54
ARTICLE 14 NOTICES		55
14.1	DELIVERY AND ADDRESSES	55
	14.1.1 Delivery	55
	14.1.2 Addresses	55
14.2	CHANGE OF ADDRESS	56
ARTICLE 15 EXHIBITS.....		56

STANDARD FORM OF AGREEMENT BETWEEN COUNTY AND CONSTRUCTION MANAGER



PREAMBLE

THIS STANDARD FORM OF AGREEMENT BETWEEN COUNTY AND CONSTRUCTION MANAGER ("Agreement") is entered into on this 5 day of March, 2015 by and between THE COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") and ProWest PCM, Inc., a California Corporation, ("Construction Manager"), for project management services.

RECITALS

A. County is the legal owner of the parcel of property, described more particularly in the Property Description - Exhibit "G" attached hereto, located at the following address or public road or highway intersections: **4075 Main Street, Riverside, CA 92501**.

B. Construction Manager represents it has the background, knowledge, licensing, experience and expertise necessary to provide the services and things required by this Agreement.

C. County and Construction Manager desire to enter into this Agreement for Construction Manager to provide County, without limitation, project management services in connection with the development, coordination and construction of the Project generally described on the cover page to this Agreement.

D. The County is planning to build renovate a 77,000 square foot building to be used for the Riverside Public Defender/Probation offices, also referred to as "Project," which is located at 4075 Main Street, Riverside, CA 92501, all substantially in accordance with the Contract Documents (as hereinafter defined). A construction contract was previously entered into pursuant to a design/bid/build methodology with regard to Project, however that contract was terminated. County is now moving forward to complete Project using a multi-prime approach.

E. County has retained Holt Architects, Inc. as the Architect for the Project and may retain other or substitute architects during the duration of the Project.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other valuable consideration, receipt of which is hereby acknowledged by their signatures below, it is mutually agreed by and between the undersigned as follows:

ARTICLE 1 GENERAL PROVISIONS

1.1 DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings assigned to them in this Section 1.1. If not defined in this Section 1.1, they shall have the meanings assigned to them in the General Conditions of the Standard Form Construction Contract Between County and Contractor – Exhibit "B" attached

hereto. If not defined in this Agreement or the General Conditions, they shall have the meanings reasonably understood to apply to them by the context in which they are used. Terms that are phrased in the singular shall be deemed to include the plural, and vice versa, where appropriate to their context. If a capitalized term is defined both in this Section 1.1 and the General Conditions and the definitions are not identical, the definition set forth in this Section 1.1 shall, unless otherwise stated in this Agreement, govern for purposes of interpreting Construction Manager's obligations under this Agreement.

1.1.1 Acceptance. "Acceptance" means the point that the Project is formally accepted by the Board of Supervisors and a Notice of Completion is recorded by County.

1.1.2 Addendum. "Addendum" means written or graphic information (including, without limitation, Drawings or Specifications) prepared for and issued to Bidders, which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections.

1.1.3 Additional Insured. "Additional Insured" means each of the Indemnitees and other persons or entities that, under the terms of this Agreement and its exhibits, the Construction Manager or its Subconsultants are required to name as an additional insured under their policies of insurance.

1.1.4 Additional Services. "Additional Services" means the services described or referenced in Article 3, below.

1.1.5 Additional Services Compensation. "Additional Services Compensation" means the compensation that is payable to Construction Manager under this Agreement for its performance of authorized Additional Services in accordance with this Agreement, which compensation consists of two components: Additional Services Fees and Reimbursable Expenses.

1.1.6 Additional Services Fees. "Additional Services Fees" means those fees for services payable to Construction Manager under this Agreement for authorized Additional Services performed in accordance with this Agreement.

1.1.7 Agreement. "Agreement" means this Standard Form of Agreement Between County and Construction Manager.

1.1.8 Alternate. "Alternate" means a proposed alternative described in the Bidding Documents adding or deleting a particular material, system, product or method of construction.

1.1.9 Applicable Laws. "Applicable Laws" means all statutes, ordinances, regulations, policies and guidelines (including, without limitation, Environmental Laws and Disability Laws) enacted by Governmental Authorities, codes adopted or promulgated by Governmental Authorities (including, without limitation, building and health and safety codes), lawful orders of Governmental Authorities and common law, including, but not limited to, principles of equity applied by the courts, which are in effect at the time the services or other obligations that are required under or in connection with the performance of this Agreement are performed.

1.1.10 Application for Payment. "Application for Payment" means the Contractor's or a Separate Contractor's itemized application for payment for Work.

1.1.11 Architect. "Architect" means the individual or firm under contract with County who is primarily responsible to provide the design and engineering services for the Project.

1.1.12 Architect's Subconsultant. "Architect's Subconsultant" means a person or firm that has a contract with Architect to provide professional services to the Project.

1.1.13 Assist. "Assist" means to provide assistance in accomplishing a task in a secondary, supporting role to another Project Team member who has the lead role and primary responsibility for performance of the task.

1.1.14 Assistant CEO/EDA. "Assistant CEO/EDA" means the Assistant CEO for the Economic Development Agency of the County, or his/her designee.

1.1.15 Award. "Award" means a resolution or minute order duly adopted by the Board of Supervisors approving County's entering into the Construction Contract with Contractor or a Separate Contractor.

1.1.16 Basic Services. "Basic Services" means the services required by Article 2, below, to be performed by Construction Manager.

1.1.17 Basic Services Compensation. "Basic Services Compensation" means the compensation that is payable to Construction Manager under this Agreement for its performance of Basic Services in accordance with this Agreement, which compensation consists of two components: Basic Services Fees and Reimbursable Expenses.

1.1.18 Basic Services Fees. "Basic Services Fees" means those fees for services, as distinguished from reimbursement of costs, that are payable to Construction Manager under this Agreement as part of the Basic Services Compensation for Basic Services performed in accordance with this Agreement, which may be in the form of either a Fixed Basic Services Fee or a Maximum Hourly Fee.

1.1.19 Bid. "Bid" means a written proposal submitted by a Bidder to County pursuant to the Bidding Documents.

1.1.20 Bidder. "Bidder" means a person or entity submitting a Bid.

1.1.21 Bidding Documents. "Bidding Documents" means the documents prepared and issued by County to Bidders in connection with a solicitation by County of Bids for Award of a Construction Contract to Contractor or a Separate Contractor for all or a portion of the Work.

1.1.22 Bidding Phase. "Bidding Phase" means the Phase of Construction Manager's Basic Services described in Section 2.4, below.

1.1.23 Board of Supervisors. "Board of Supervisors" means the Board of Supervisors for the County of Riverside.

1.1.24 Claim. "Claim" means a demand or assertion by County or Construction Manager seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A Claim does not include the following: (1) tort claims for personal injury or death; (2) stop notice claims by Subconsultants; or (3) the right of County to specific performance or injunctive relief to compel performance.

1.1.25 Close-Out Completion. "Close-Out Completion" means the point at which: (1) all conditions set forth in the Contract Documents for Substantial Completion and Final Completion of the Work to be performed by the Contractor or a Separate Contractor have been, and continue to be, fully satisfied; and (2) all Close-Out Documents relating to such Work have been received by County.

1.1.26 Close-Out Documents. "Close-Out Documents" means all documents (including, without limitation, paper and electronic versions) and other things that are required under the terms of the

Contract Documents to be submitted by the Contractor or a Separate Contractor after Final Completion and as a condition of Final Payment to the Contractor or a Separate Contractor, including, without limitation, Record Documents, warranties, guarantees, technical and product information, product samples, operations and maintenance manuals and excess, replacement and attic stock parts and materials.

1.1.27 Close-Out Phase. "Close Out Phase" means the Phase of Basic Services described in Section 2.6, below.

1.1.28 Comprehensive Management Plan. "Comprehensive Management Plan" means the Construction Manager's comprehensive written plan for the overall management of the Project.

1.1.29 Construction Contract. "Construction Contract" means a written contract executed between County and Contractor or a Separate Contractor for construction of all or a portion of the Work.

1.1.30 Construction Costs. "Construction Costs" means the total costs, whether estimated or actual, to construct those elements of the Project designed or specified by Architect or Architect's Subconsultants, inclusive of overhead and profit to Contractor and Separate Contractors performing the Work, but exclusive of: (1) reserves established for use by County; (2) the cost of services of Construction Manager, Subconsultants, Architect, Architect's Subconsultants and County Consultants; (3) land acquisition costs; (4) finance costs; (5) County's administrative costs; and (6) legal fees and costs.

1.1.31 Construction Documents. "Construction Documents" means progressive iterations and the final version of the Design Documents prepared by Architect and the Architect's Subconsultants for the Project.

1.1.32 Construction Schedule. "Construction Schedule" means a detailed, critical path schedule prepared by the Construction Manager in accordance with the requirements of the Contract Documents showing its plan for performance of the Work within the Contract Time.

1.1.33 Contract Adjustment. "Contract Adjustment" means an adjustment, additive or deductive, to the Contract Price or Contract Time.

1.1.34 Contract Documents. "Contract Documents" means the following collection of documents as they may pertain to the Work to be performed by the Contractor or a Separate Contractor under a Construction Contract: (1) the Construction Contract; (2) Addenda; (3) General Conditions; (4) Specifications; (5) Plans and Drawings; (6) Modifications; (7) Reference Documents (as defined in the General Conditions); (8) Change Orders; (9) Unilateral Change Orders; (10) Construction Change Directives; and (11) other documents that comprise exhibits, attachments or riders to the documents listed in preceding Clauses (1) through (10).

1.1.35 Contract Price. "Contract Price" means the lump sum amount that County is obligated to pay to the Contractor or a Separate Contractor for performance of Work in accordance with the Contract Documents.

1.1.36 Contract Time. "Contract Time" means the total number of Days or period of time set forth in a Construction Contract within which Substantial Completion and Final Completion of the Work must be achieved by the Contractor or a Separate Contractor, including approved extensions of time permitted under the terms of the Contract Documents.

1.1.37 Contractor. "Contractor" means the individual or firm under a Construction Contract with County who is to serve as the principal, supervising general or prime contractor(s) for construction of a

portion of the Project.

1.1.38 Contractor Safety Plan. "Contractor Safety Plan" means an injury and illness prevention plan(s) prepared by Contractor or a Separate Contractor setting forth the safety policies, procedures and forms to be followed and used in connection with performance of the Work.

1.1.39 County. "County" means the County of Riverside, a political subdivision of the State of California.

1.1.40 County Consultant. "County Consultant" means a professional, of any Tier, retained by County to provide professional services, other than those services provided by Construction Manager or Architect.

1.1.41 County Consultant Costs. "County Consultant Costs" means those costs, fees and expenses incurred by County to County Consultants.

1.1.42 Day. "Day" means, whether capitalized or not, calendar day, including weekends and legal holidays, unless otherwise specifically stated to be a working or business day.

1.1.43 Defective Work. "Defective Work" means: (1) Work by Contractor or a Separate Contractor that is (a) faulty, defective or deficient or (b) does not conform to Applicable Laws, the Contract Documents, the directives of County or Architect issued in accordance with the Contract Documents or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents; or (2) Work that is deficient or defective by reason of a defect or deficiency in the Final Construction Documents or other Design Documents prepared by Architect or a County Consultant.

1.1.44 Delay. "Delay" means any circumstances involving delay, disruption, hindrance or interference.

1.1.45 Deliverables. "Deliverables" means the completed written work product (including, without limitation, reports, summaries, projections, plans, programs, procedures and minutes) required to be prepared and submitted by Construction Manager to County under the terms of this Agreement, including, without limitation, the following: Comprehensive Management Plan, Document Control Plan, Temporary Facilities Plan, Disabled Access Plan, Emergency Response Plan and Project Schedule.

1.1.46 Design Costs. "Design Costs" means the total fees and expenses, whether estimated or actual, of the Architect and Architect's Subconsultants for services related to the Project.

1.1.47 Design Documents. "Design Documents" means all originals, copies and drafts (whether paper or electronic) of plans, drawings, tracings, specifications, programs, reports, calculations, presentation materials, samples, models and other materials containing designs, specifications, engineering or other information prepared by Architect or Architect's Subconsultants for the Project.

1.1.48 Design Phase. "Design Phase" means the Phase of Construction Manager's Basic Services described in Section 2.3, below.

1.1.49 Development Plan. "Development Plan" means the County's long-range master plan for development described in the Description of Development Plan - Exhibit "A" attached hereto, of which the Project comprises a part or phase.

1.1.50 Disability Laws. "Disability Laws" means applicable federal, state, local or municipal

laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Governmental Authority, which regulate, relate to or impose liability or standards of conduct with respect to, or accessibility for, persons with disabilities, including, without limitation, the Americans with Disabilities Act (42 USCA §§ 12101 et seq.) and the Fair Housing Amendments Act of 1988 (42 USCA §§ 3604 et seq.).

1.1.51 Disabled Access Plan. “Disabled Access Plan” means a written plan prepared by the Architect in accordance with Disability Laws for access and pathways of travel outside of construction boundaries during construction by persons with disabilities.

1.1.52 Document Control Plan. “Document Control Plan” means a written plan prepared by Construction Manager for the systemized controlling and managing of Project Documents exchanged or transmitted among Project Team members.

1.1.53 Drawings. “Drawings” means the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term “Drawings” is used interchangeably with “Plans.”

1.1.54 Effective Date. “Effective Date” means the date set forth in the Preamble to this Agreement, or, if none is set forth, the date that this Agreement is signed by the County.

1.1.55 Emergency Response Plan. “Emergency Response Plan” means a written plan prepared by Construction Manager for responding to emergencies on the Site.

1.1.56 Environmental Laws. “Environmental Laws” means applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Governmental Authority, which regulate, relate to, or impose liability or standards of conduct concerning any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof), occupational or environmental conditions on, under, or about the Site or Existing Improvements (including, without limitation, soil, groundwater, and indoor and ambient air conditions), environmental protection (natural or manmade resources), or occupational health or industrial hygiene (but only to the extent related to Hazardous Substances on, under, or about the Site or Existing Improvements), as now or may at any later time be in effect, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act (also known as the Federal Water Pollution Control Act) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Materials Transportation Act [49 U.S.C.A. §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A. §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Air Act [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A. §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C.A. §§ 655 and 657]; the Residential Lead-Based Paint Exposure Act (Title X of the Housing and Community Development Act of 1992) [15 U.S.C.A. §§ 2681 et seq.]; the Lead-Based Paint Poisoning Prevention Act [42 U.S.C.A. §§4821 et seq.], the Federal Endangered Species Act, the California Endangered Species Act, the Migratory Bird Treaty Act, the National Environmental Policy Act, the California Environmental Quality Act, Porter Cologne Water Quality Act (California Water Code §§ 13000 et seq), and all similar federal, state or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements.

1.1.57 Estimate of Construction Costs. “Estimate of Construction Costs” means a written estimate prepared by Construction Manager of the reasonable, anticipated Construction Costs for

construction of the Project as depicted or described in then-current version of the Construction Documents.

1.1.58 Existing Improvements. "Existing Improvements" means improvements located on the Site as of the Effective Date, whether above or below the surface of the ground, including, but not limited to, existing buildings, utilities, infrastructure improvements and other facilities.

1.1.59 Final Construction Documents. "Final Construction Documents" means the point at which the Construction Documents, including, without limitation, all corrections (excluding deferred approvals) required by County or Governmental Authorities, have been completed and approved by the County and permits issued for construction by Governmental Authorities.

1.1.60 Final Program. "Final Program" means the Program for the Project approved by County at the conclusion of the Mobilization/Programming Phase, including any modifications thereto that are approved by County in the manner required by this Agreement.

1.1.61 General Conditions. "General Conditions" means that portion of the Contract Documents between County and Contractor or Separate Contractor, titled "General Conditions", setting forth the general terms and conditions for construction of the Work and substantially conforming to the General Conditions of the Standard Form Construction Contract Between County and Contractor - Exhibit "B" attached hereto.

1.1.62 Good Faith Determination. "Good Faith Determination" means a determination made by the Assistant CEO/EDA, which he/she believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so.

1.1.63 Governmental Authority. "Governmental Authority" means the United States, the State of California, the County of Riverside (acting in its regulatory, rather than proprietary, capacity), the City in which the Project is located, any other local, regional, state or federal political subdivision, authority agency, department, commission, board, bureau, court, judicial or quasi-judicial body, and any legislative or quasi-legislative body or instrumentality of any of them, which has jurisdiction over the Project, Work or Site, including, without limitation, any such authority having jurisdiction to review and approve or reject the Contract Documents or the Work based on compliance or non-compliance with Applicable Laws.

1.1.64 Hazardous Substance. "Hazardous Substance" means the following: (1) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste," "contamination" or words of similar import under any Environmental Law, including, without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs") and PCB-containing materials, whether or not occurring naturally; or (2) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

1.1.65 Hourly Rates. "Hourly Rates" means the hourly rates for services that are compensable under this Agreement on an hourly basis and that are set forth in either: (1) the Hourly Rates Schedule - Exhibit "C" attached hereto; or (2) a contract between Construction Manager and a Subconsultant that has been submitted to and approved by County in the manner required by Section 1.6, below.

1.1.66 Indemnitees. "Indemnitees" means those persons and entities identified as the

"Indemnitees" in Paragraph 9.1.1, below.

1.1.67 Initial Program. "Initial Program" means the County's initial statement, set forth in the Initial Program - Exhibit "D" attached hereto, of its design objectives for the Project.

1.1.68 Inspector of Record. "Inspector of Record" means a person designated by the County to perform inspections on behalf of the County, who may be an employee or an independent consultant to County.

1.1.69 Intellectual Property Rights. "Intellectual Property Rights" means all intellectual property rights, including, without limitation, patent, trademark, trade dress, copyright, industrial design rights, priority rights, and trade secrets.

1.1.70 Interest Rate. "Interest Rate" means the lesser of either: (1) ten percent (10%) per annum; or (2) the maximum legal rate of interest allowed by Applicable Laws.

1.1.71 Invoice for Payment. "Invoice for Payment" means an itemized invoice requesting payment that is prepared and submitted by Construction Manager in accordance with this Agreement.

1.1.72 Key Personnel, Key Person. "Key Personnel" and "Key Person" mean those individuals employed by Construction Manager and listed in the Key Personnel List - Exhibit "E" attached hereto, and any additions or replacements thereto approved by County, whose personal performance is deemed of the essence to this Agreement.

1.1.73 Loss, Losses. "Loss" and "Losses" mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

1.1.74 Manage, Management, Managing. "Manage", "Management" and "Managing", when used in describing Construction Manager's services, mean and include oversight, coordination, critical evaluation, interfacing with appropriate Project Team members, monitoring, reviewing, reporting, documenting, providing advice and recommendations and expediting and do not, unless expressly stated otherwise in this Agreement, include responsibility for controlling, supervising or directing the day-to-day activities of Project Team members other than Construction Manager's Subconsultants.

1.1.75 Master Project Schedule. "Master Project Schedule" means the Master Project Schedule - Exhibit "F" attached hereto, which sets forth the mutually agreed dates and/or time periods for achieving key milestones related to the development, design and construction of the Project.

1.1.76 Maximum Hourly Fee. "Maximum Hourly Fee" means the agreed, not-to-exceed amount applicable to compensation for Basic Services, where the Basic Services Compensation is based on an hourly/not-to-exceed compensation rather than a lump sum, fixed fee amount.

1.1.77 Mobilization/Programming Phase. "Mobilization/Programming Phase" means the Phase of Construction Manager's Basic Services described in Section 2.2, below

1.1.78 Mold. "Mold" means mold, mildew, spores or other microorganisms of any type, nature or description, or any by-product thereof, the presence of which poses an actual or potential threat to human health, including, without limitation, any species of organisms of the kingdom of fungi, or mycota, including yeasts, smuts, ruts, mildews, molds and mushrooms or any microbial contamination, either

airborne or surficial, which arises out of or is related to the presence of fungi or spores (including, without limitation, aspergillus, cladosporium, penicillium and stachybotrys chartarum).

1.1.79 Notice of Completion. "Notice of Completion" means a "notice of completion" as defined in California Civil Code § 3093.

1.1.80 Notice of Intent to Award. "Notice of Intent to Award" means the written notice by or on behalf of County stating County's intent to Award a Construction Contract.

1.1.81 Operations Displacement Plan. "Operations Displacement Plan" means a written plan prepared by Construction Manager for maintaining on-going operations and use of the Site, including, without limitation, a plan for coordinated displacement and relocation of facilities services, parking and other on-Site amenities and accommodations that takes into consideration, without limitation, providing barrier-free access, path of travel and use of facilities to and by persons with disabilities and establishment of a comprehensive plan for informational and directional signage and graphics to assure a continuous and efficient flow of foot and vehicular traffic.

1.1.82 Period of Inactivity. "Period of Inactivity" means a period of time during which the County has directed in writing that no services are to be performed by Construction Manager or its Subconsultants.

1.1.83 Phase. "Phase" means a phase of Construction Manager's Basic Services as set forth in Article 2, below.

1.1.84 Plans. "Plans" means the graphic and pictorial portions of the Contract Documents prepared by Architect or Architect's Subconsultants showing the design, location and dimensions of the Work, including, without limitation, plans, elevations, details, schedules and diagrams. The term "Plans" is used interchangeably with "Drawings."

1.1.85 Post-Completion Phase. "Post-Completion Phase" means the one-year period following Final Completion and Acceptance of the Project during which one-year warranties of construction are in force and post-completion commissioning activities take place.

1.1.86 Post-Award Submittals. "Post-Award Submittals" means the collection of documents required to be submitted by a successful bidder or proposer following its receipt of the Notice of Intent to Award.

1.1.87 Post-Completion Phase. "Post-Completion Phase" means the Phase of Construction Manager's Basic Services described in Section 2.7, below.

1.1.88 Program. "Program" means the statement of those key elements, criteria and requirements established by County that constitute County's design objectives for the Project, including the Initial Program, Final Program and any revisions thereto authorized in writing by County.

1.1.89 Project. "Project" means the work of improvement generally described on the cover page to this Agreement, with respect to which the improvements designed by Architect and Architect's Subconsultants, whether constituting the whole or a part of such work of improvement, are necessary or appurtenant to the County's use or occupancy thereof.

1.1.90 Project Budget. "Project Budget" means a written statement of funds available to pay for Project Costs for the Project, approved by County, setting forth detail that includes, at a minimum, separate budgetary amounts for Design Costs, County Consultant Costs and Construction Costs.

1.1.91 Project Construction Budget. "Project Construction Budget" means that portion of a Project Budget that sets forth the County's budget for Construction Costs.

1.1.92 Project Costs. "Project Costs" means the total of all Design Costs, Construction Costs, County Consultants Costs and other costs, fees and expenses required for design and construction of the Project. Project Costs do not include: (1) purchase price of land acquisition; (2) finance costs; (3) County administrative costs; or (4) legal fees and court costs.

1.1.93 Project Documents. "Project Documents" means all writings (including, without limitation, photographs, copies and drafts) of documents, of every kind, prepared by any Project Team member and related in any way to the Project or the Development Program, including, without limitation, electronic files and paper copies.

1.1.94 Construction Manager's Own Expense. "Construction Manager's Own Expense", generally used in reference to a cost, expense or service incurred in connection with a particular event or circumstance related to the negligence, breach or other wrongful conduct of Construction Manager or a Subconsultant, means that the services performed and the costs and expenses incurred by Construction Manager and its Subconsultants in connection with such event or circumstance shall be borne by Construction Manager without payment or reimbursement, of any kind, by County.

1.1.95 Project Reports. "Project Reports" means the reports required to be submitted by Construction Manager in accordance with Paragraph 2.1.4, below.

1.1.96 Project Representative. "Project Representative" is the person identified in Paragraph 1.5.3, below, with the authority to act on behalf of Construction Manager set forth in said Paragraph.

1.1.97 Project Schedule. "Project Schedule" means a detailed time schedule prepared by the Construction Manager setting forth the time periods, review times and deadlines for programming, management, design and construction of the Project in accordance with the requirements of the Master Project Schedule.

1.1.98 Project Team. "Project Team" means County, Construction Manager, Subconsultants, Architect, Architect's Subconsultants, County Consultants, Contractor, Separate Contractors, Subcontractors and other firms or individuals retained by County, or retained by others with County's approval, participating in the planning, programming, design or construction of the Project.

1.1.99 Proprietary Information. "Proprietary Information" means the confidential information described in Section 13.7, below.

1.1.100 Record Documents. "Record Documents" means the collection of documents assembled and prepared by Contractor or a Separate Contractor (including, without limitation, the Record Drawings and Record Specifications) showing the condition of the Work as actually built.

1.1.101 Record Drawings, Record Specifications. "Record Drawings" and "Record Specifications" mean the Drawings and Specifications marked by Contractor or a Separate Contractor to show the condition, location and placement of the Work as actually built, including, without limitation, the locations of mechanical, electrical, plumbing or similar portions of the Work that are depicted diagrammatically in the Drawings.

1.1.102 Reimbursable Expenses. "Reimbursable Expenses" means the cost reimbursement component of Basic Services Compensation and Additional Services Compensation that involves reimbursement of out-of-pocket expenses incurred and paid in connection with the performance of Basic

Services or Additional Services.

1.1.103 Schematic Design Documents. "Schematic Design Documents" means the schematic Design Documents prepared by Architect and submitted by Architect for approval by County.

1.1.104 Separate Contractor. "Separate Contractor" means a person or firm, other than the Contractor, under separate contract with County to perform or supply work, materials or equipment to the Project.

1.1.105 Site. "Site" means: (1) the parcel of land identified in the Property Description - Exhibit "G" attached hereto and such additional parcels as may be purchased by County for the Project after execution of this Agreement; (2) all areas adjacent to such parcels that may be used by Contractor or a Separate Contractor or their Subcontractors for staging, storage, parking or temporary offices; and (3) all land areas, both private and public, adjacent to such parcels on which Work is required to be performed under the Contract Documents, Applicable Laws or permits relating to the Project.

1.1.106 Specifications. "Specifications" means the portion of the Contract Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

1.1.107 Subconsultant. "Subconsultant" means a person or firm that has a contract with Construction Manager to provide some portion of the services that are covered by this Agreement.

1.1.108 Subcontractor. "Subcontractor" means a person or firm that has a contract to perform a portion of Work of Contractor or a Separate Contractor, including, without limitation, subcontractors, sub-subcontractors, suppliers, equipment operators, manufacturers and vendors, of every Tier.

1.1.109 Submittal. "Submittal" means shop drawings, detailed designs, samples, exemplars, product data, fabrication plans, installation drawings, lists, graphs, operating instructions, and other similar documents required to be submitted by Contractor or a Separate Contractor for review and approval in accordance with the terms of the Contract Documents.

1.1.110 Temporary Facilities Plan. "Temporary Facilities Plan" means a written plan prepared by Construction Manager for establishing temporary facilities to accommodate construction on Site, including, without limitation, identification of timing and duration of facilities placement, costs of placement, installation and leasing, square footage requirements, program requirements, build-outs, logistics of mobilization and utilization of swing space within existing buildings.

1.1.111 Tier. "Tier" means the contractual level of a Subconsultant with respect to Construction Manager, a Subcontractor with respect to the Contractor or a Separate Contractor or a County Consultant with respect to County. For example, a "first-Tier" Subcontractor is under contract with the Contractor. A sub-subcontractor under contract with a first-Tier Subcontractor is in the "second Tier," and so on.

1.1.112 Work. "Work" means all labor, materials, equipment, services, permits, licenses, taxes and other actions and things necessary for Contractor or a Separate Contractor to fully perform its obligations under the Contract Documents (including, without limitation, any changes, additions or deletions requested by County).

1.2 INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated as part of this Agreement.

1.3 PERFORMANCE STANDARD

1.3.1 Standard of Care. Without limitation to Construction Manager's other obligations under this Agreement, all services performed by Construction Manager and its Subconsultants in connection with this Agreement shall be performed in a manner consistent with a high standard of care under industry standards and Applicable Laws applying to those who specialize in providing project and construction management services for projects of the type, scope and complexity of the Project.

1.3.2 Fiduciary Relationship. Construction Manager acknowledges the relationship of trust and confidence between it and County and agrees to provide, in its capacity as a fiduciary to County, all services in a manner consistent with the expressed best interests of County.

1.3.3 Leadership Role. Construction Manager understands and accepts that, within the scope of the services to be provided by Construction Manager under this Agreement, Construction Manager shall demonstrate and practice, at all times, leadership in facilitating the prompt, efficient administration and economical construction of the Project, including, without limitation: (1) reasonably anticipating the needs of County; (2) proactively identifying and expediting resolution of matters in question among Project Team members; (3) keeping all Project Team members fully informed, to the extent appropriate to their respective roles and responsibilities, of current information, recent developments and upcoming deadlines and milestones; and (4) working to create and build a team approach among the Project Team members.

1.4 AUTHORITY OF CONSTRUCTION MANAGER

Construction Manager's authority is limited to its scope of authority set forth in this Agreement and the General Conditions. Notwithstanding anything else stated in this Agreement or any of the Contract Documents, Construction Manager does not have the express or implied authority to contractually obligate County to any expenditure of money or extension of time, including, without limitation, any adjustment to the price or time of performance of any contract between County and the Contractor, any Separate Contractor, any County Consultant or any other third person or entity.

1.5 CONSTRUCTION MANAGER'S PERSONNEL

1.5.1 Commitment, Cooperation. Recognizing the necessity of a close working relationship with County, Construction Manager's principals and employees shall: (1) furnish their professional skill, efforts and judgment to the fullest extent in the performance of their duties and responsibilities under this Agreement; (2) provide their knowledge, ideas, experience and abilities for the efficient and cost effective design and construction of the Project; and (3) cooperate fully with all members of the Project Team.

1.5.2 Key Personnel.

.1 Key Personnel List. Those persons who have been identified by County and Construction Manager at the time of execution of this Agreement to perform services as Key Persons for the Project are listed in the Key Personnel List - Exhibit "E" attached hereto. Construction Manager represents that it has performed a thorough background check of each of the Key Persons, and that each such check disclosed no felony conviction or other matter which cast any reasonable doubt on the competency, reliability, or honesty of such person.

.2 Of Essence. Construction Manager shall devote as many persons and personnel hours to the Project as are needed to meet its obligations under the Agreement. The Key Persons shall provide in-depth guidance, supervision and analysis, and make all material decisions required to carry out the Construction Manager's performance properly and promptly. The furnishing of

services by the Key Persons is of the essence to this Agreement.

.3 Additions, Removals, Replacements.

(1) Additions. It is contemplated that from time to time, as appropriate and necessary to the stage of planning, programming, design, and construction, the need may arise for persons to be added to the Key Personnel List - Exhibit "E" attached hereto to perform the functions of one or more Key Persons. Construction Manager shall anticipate the need for such additions by submitting to County, no later than seven (7) Days prior to the need therefor, a written request for any proposed additions and the reasons therefor. County shall promptly review and respond to the Construction Manager's request, including in such response its reasons for any disapproval. Construction Manager shall neither allow any person who is not a Key Person approved by County to perform the functions of a Key Person nor allow any Key Person approved by County to perform the functions of any other Key Person previously approved by County without the advance written approval of County, which approval may be withheld if the County, acting in good faith, objects thereto.

(2) Removal. Construction Manager shall not, for so long as any person is employed by Construction Manager as a Key Person, remove, replace or transfer the responsibilities of such person without County's prior written approval, which may be granted or withheld in County's sole and absolute discretion. If County is for any reason dissatisfied with the services rendered by any Key Person, Construction Manager shall promptly recommend a substitute person as a replacement pursuant to Subparagraph 1.5.2.3, (3), below.

(3) Replacements. In the event that Construction Manager learns that any Key Person will be leaving the employ of Construction Manager, Construction Manager shall promptly notify County. In such case, or if a Key Person is requested to be removed pursuant to Subparagraph 1.5.2.3, (2), above, Construction Manager shall promptly recommend for approval by County a proposed replacement person of at least equal qualifications to perform the functions of the removed Key Person, which approval may be granted or denied in County's sole and absolute discretion. Construction Manager shall bear, at Construction Manager's Own Expense, all Loss associated with replacing, for any reason, any Key Person, including, without limitation, all additional costs and expenses associated with familiarizing the Key Person's replacement with the particular facts, circumstances and history of the Project.

(4) No County Liability. Neither County's request for removal, nor County's approval or disapproval, of a Key Person shall be interpreted as (a) creating any liability or responsibility on the part of County for the acts or omissions of such Key Person; (b) waiving any of County's rights under this Agreement or Applicable Laws; or (c) relieving Construction Manager of its sole responsibility for the acts and omissions of all persons employed by Construction Manager who perform services for the Project, including, without limitation, all Key Persons and their replacements.

1.5.3 Project Representative. The Project Representative is Jeff Rising. The Project Representative has the authority to act on behalf of Construction Manager in respect to all matters that are the subject of this Agreement. The party signatory to this agreement on behalf of the Construction Manager has, without limitation, the power and authority to contractually bind Construction Manager to agreements and modifications of agreements. The Project Representative is deemed to be a Key Person. The Project Representative shall be available at all times during all Phases to consult with County on matters pertinent to the Project.

1.5.4 Sole Responsibility. All persons employed by Construction Manager shall be the employees of Construction Manager and not of County. Construction Manager and its Subconsultants shall each respectively pay all wages, salaries, and other amounts due employees in connection with

their performance under this Agreement and required by law. Construction Manager and its Subconsultants shall each respectively be solely responsible for any workers' compensation obligations, withholding taxes, unemployment insurance and any other employer obligations with respect to its employees.

1.6 SUBCONSULTANTS

1.6.1 Retention. Construction Manager may, with prior written approval by County granted or withheld in the County's sole and absolute discretion, retain Subconsultants to perform portions of the services required by this Agreement.

1.6.2 Approval by County. Construction Manager's request for approval to retain a Subconsultant shall be submitted in a writing that describes the name of the proposed Subconsultant and the full contractual terms of the Subconsultant's proposed retention, including, without limitation, the scope of services, total or maximum price and/or hourly rates, terms of reimbursement (including any markups or multipliers) and insurance. A copy of the entire proposed contract to be executed by Construction Manager for the retention of the Subconsultant shall be provided to County if requested by County. County shall use its best efforts to approve or disapprove of a proposed Subconsultant within seven (7) Days of Construction Manager's request therefor and receipt by County of information requested by County pursuant to this Paragraph 1.6.2. Basic Services or Additional Services charged by Subconsultants who have not been approved by, or whose contractual terms of retention have not been submitted to, County pursuant to this Paragraph 1.6.2 will be deemed performed at Construction Manager's Own Expense.

1.6.3 Pre-Approved Subconsultants. The County has pre-approved the following Subconsultants:

- COMPANY NAME & SCOPE – N/A

Such pre-approval shall be deemed to constitute approval by County as required by Paragraph 1.6.1, above, but shall not be interpreted as a waiver of County's other rights under Paragraph 1.6.2, above, concerning approval of contractual terms and the right to copies of Subconsultant contracts.

1.6.4 Written Contracts. Subconsultants shall be retained by written contract with Construction Manager. Every contract entered into between Construction Manager and a Subconsultant (and between a Subconsultant and a lower-Tier Subconsultant) shall contain appropriate language whereby each Subconsultant, of every Tier, accepts and agrees, without thereby creating any contractual obligation on the part of County to the Subconsultant or any other Subconsultant, of any Tier, to be bound by all of the obligations of this Agreement, including, without limitation, those obligations pertaining to indemnification, insurance, records retention, audit, dispute resolution and ownership of documents. Construction Manager further agrees to include in its contracts with its first-Tier Subconsultants the following provisions: (1) a contingent assignment of the contract to County or its designee, contingent only upon written acceptance by County or its designee; and (2) the optional right of County to directly contract with the Subconsultant for the performance of services related to the Project that are not within the scope of Construction Manager's Basic Services under this Agreement.

1.6.5 Supervision. All Basic Services that are within the field of professional practice of a Subconsultant approved by County and retained by Construction Manager shall be directly performed or supervised by such Subconsultant. Notwithstanding the foregoing, Construction Manager shall remain solely responsible, as between Construction Manager, on the one hand, and County or any other person or entity to whom County may be liable, on the other hand, for the adequacy of the Subconsultant's

performance and its compliance with the requirements of this Agreement.

1.6.6 Termination. Construction Manager may, upon advance written notice to County, terminate and replace the services of any County-approved Subconsultant, subject in all cases to the prior written approval of County, which approval shall not be unreasonably withheld, conditioned or delayed.

1.6.7 No County Responsibility. Neither County's approval of the Construction Manager's retention of a Subconsultant nor County's review or approval of a Subconsultant's contractual terms of retention, even if those terms conflict with this Agreement, shall give rise to any liability or responsibility on the part of County for the acts or omissions of the Subconsultant, waive any of County's rights, or relieve Construction Manager of any of its obligations under this Agreement. Construction Manager shall remain solely responsible to County, notwithstanding County's approval of any Subconsultant or its contractual terms of retention, for the quality and performance of all Subconsultants' services, and for the content, enforceability, and enforcement of all contractual terms relating to all Subconsultants' performance of services for the Project.

1.7 OWNERSHIP OF DOCUMENTS

1.7.1 Property of County. Subject to the rights of use of Construction Manager and its Subconsultants under Paragraph 1.7.5, below, all Project Documents prepared by Construction Manager or its Subconsultants, including any designs, building designs or other depictions underlying or shown in them, shall be deemed the sole and exclusive property of County and ownership thereof is irrevocably vested in County, whether the Project is executed or not.

1.7.2 Assignment of Rights. Subject to the rights of use of Construction Manager and its Subconsultants under Paragraph 1.7.5, below, Construction Manager shall, without further request or consideration from County, obtain and if necessary transfer to County, in writing, any and all Intellectual Property Rights in the Project Documents prepared by Construction Manager or its Subconsultants, including any designs, building designs or other depictions underlying or shown in them, free and clear of any liens or other encumbrances, claims or rights of third parties, and cooperate with County in securing and registering such rights, so that County shall own all Intellectual Property Rights and any other tangible and/or intangible property rights in or associated with such Project Documents. Such transfer and assignment will be effective for the entire duration of the Intellectual Property Rights therein and include, but are not be limited to, all rights in related plans, specifications, documentation, derivative works and moral rights.

1.7.3 Use by County. Without limitation to the other provisions of this Section 1.7, County shall have the right to use the Project Documents prepared by Construction Manager for the construction, use, occupancy or maintenance of the Project, including, without limitation, future additions, alterations, corrections or repairs to the Project.

1.7.4 Construction Manager's Warranty. Construction Manager represents and warrants that the Project Documents, with the exception of the Construction Documents, whether prepared by Construction Manager or a Subconsultant, and the use of such Project Documents in the ordinary course, are free of any claim of infringement or any other violation of any Intellectual Property Right or other right of any third party.

1.7.5 Use by Construction Manager. Except as otherwise stated in this Paragraph 1.7.5, Construction Manager shall not copy, offer to sell, display, prepare derivative works of, distribute, make, or otherwise commercialize, any of the Project Documents prepared by Construction Manager or its Subconsultants, or any substantially or confusingly similar likeness thereof, for any purpose, without

the prior written consent of County, which consent may be granted or denied in the sole and absolute discretion of County. Notwithstanding the foregoing, nothing herein shall be interpreted as limiting the right of Construction Manager to copy, offer to sell, display, prepare derivative works of, distribute, make, or otherwise commercialize any standard or pre-existing information, including information that is part of the public domain, that is generally known or in use by other construction managers or which was developed or created by Construction Manager or a Subconsultant prior to or independent of the services performed under this Agreement. County hereby grants to Construction Manager and its Subconsultants a license during the term of Construction Manager's performance of this Agreement and prior to final payment to Construction Manager, revocable at will by County in the event of a termination of this Agreement, to use and copy the Project Documents prepared by Construction Manager or its Subconsultants and the designs depicted in or underlying them for the purpose of performing the services required under this Agreement.

1.7.6 Inspection by County. County shall have the right at any time or times, upon prior written request by County, to review the status and condition of the Project Documents prepared by Construction Manager or its Subconsultants and to request that copies thereof be provided to County.

1.7.7 Delivery to County. Construction Manager shall, at any time upon request by County and without request by County upon or after termination or full performance of this Agreement, promptly deliver to County the originals and copies (including paper and electronic versions) of all Project Documents, whether prepared by Construction Manager or the Subconsultants. Electronic versions shall be submitted using AutoCAD, Adobe Acrobat or other software satisfactory to County and shall be in a form that is indexed and editable. Construction Manager shall be permitted to retain copies, including reproducible copies, of the Project Documents for its files, information and reference.

1.7.8 Disputes. Payment shall not be interpreted as a condition to, nor shall disputes between County and Construction Manager diminish or in any way limit, the rights of County under this Section 1.7.

1.8 APPLICABLE LAWS

1.8.1 Compliance with Laws. Subject to the other provisions and limitations of this Section 1.8 and without intending to limit Construction Manager's right to Additional Services Compensation for changes in Applicable Laws pursuant to Article 3, below, Construction Manager shall, at all times in its performance under this Agreement, comply with Applicable Laws. The foregoing obligation includes, without limitation, the obligation of Construction Manager and its Subconsultants to perform in accordance with Applicable Laws in effect on the date of such performance.

1.8.2 Changes in Laws. Construction Manager is obligated, exercising the standard of professional care set forth in Section 1.3, above, to keep informed and advise County of possible changes in Applicable Laws that affect the Project and promptly inform County of such changes in advance of their becoming effective.

1.8.3 Direct Communications. Construction Manager shall not communicate directly with any Governmental Authority without County's prior approval, which approval shall not be unreasonably delayed, conditioned or withheld.

1.9 TIME OF ESSENCE

All time limits set forth in this Agreement pertaining to Construction Manager's performance of any obligation or act for the benefit of County or the Project are deemed to be of the essence to this Agreement.

1.10 EFFECTIVE DATE

This Agreement shall be deemed effective as of the Effective Date.

1.11 ARCHITECTURAL, ENGINEERING, LEGAL AND CERTIFIED PUBLIC ACCOUNTING SERVICES

Nothing contained in this Agreement shall be deemed to require or authorize the Construction Manager to perform any act for which a professional license is required by Applicable Laws in the fields of architecture, engineering, law or certified public accounting.

ARTICLE 2 BASIC SERVICES

2.1 GENERAL PROVISIONS

2.1.1 Basic Services. Basic Services are those services that Construction Manager is required to provide under the terms of this Article 2. Listings of Basic Services in this Agreement by Phase are solely a matter of convenience and shall not be interpreted as limiting the Construction Manager's obligation to perform any Basic Service, as part of any Phase, if such performance is reasonably necessary in order to provide Construction Management of the Project; provided, however, that Construction Manager's Basic Services required for the Post-Completion Phase are limited to those services described in Section 2.7, below. County and Construction Manager have endeavored to describe in this Article 2 the scope of the Basic Services to be provided by Construction Manager; however, such descriptions are not intended to be exhaustive, it being understood that Construction Manager shall be required, without adjustment or addition to any agreed fixed rates or maximum compensation agreed to herein, to provide services, reasonably inferable as being included within the scope of this Agreement.

2.1.2 Comprehensive Management Plan.. The Construction Manager shall, with appropriate input from the County, promptly prepare, and thereafter promptly update and maintain as current, a Comprehensive Management Plan summarizing Construction Manager's plan for administering, monitoring, implementing and reporting on matters within the scope of its responsibility under this Agreement, including, without limitation: (1) identification of other Project Team members to be engaged and approximate dates for hiring; (2) summarization of a working plan for the Project Team members (including, without limitation, lines of communication and basic responsibilities for design, cost, schedule and construction); (3) establishment, documentation and implementation of controls for quality assurance in respect to performance by Project Team members in each phase of planning, programming, design, procurement, construction, close-out and post-completion; (4) strategies and recommendations for use, where appropriate, of alternative delivery systems (such as, but not limited to, design-build), multiple bid packaging, phasing, and fast-tracking; (5) procedures that provide for preparation and continuous updating of a schedule of activities of Project Team members with attention to those portions of the Project having schedule priority; (6) procedures for summarization of the financial status of the Project; and (7) procedures for the updating of the Comprehensive Management Plan as necessary to meet changing circumstances.

2.1.3 Development Plan. NOT USED

2.1.4 Project Reports. Project Reports shall be prepared and submitted to the County's designated Project Manager monthly (and more often if circumstances reasonably require), in both paper form and electronically, utilizing a format satisfactory to and approved by County. Project Reports shall keep the County fully informed on matters relating to cost, budget, and schedule, as well as potential

problems or other matters that could adversely affect the completion of the Project within the County's time and cost objectives. Without limitation to the foregoing, and subject to the County's right to request such additional information as it judges in its reasonable discretion to be pertinent, Project Reports shall include at a minimum the following: (1) an executive summary; (2) the last 30 Days' highlights and accomplishments; (3) the current status of design and construction; (4) the next 30 Days' projected activities; (5) a detailed status report covering all significant developments in the Project; (6) updated construction costs and schedule information; (7) a safety report; (8) key progress photos of construction; (9) a status report summary of pending and approved Change Orders, Unilateral Change Orders and Construction Change Directives; (10) a status report summary of pending and approved Submittals; (11) a status report summary of pending and answered Requests for Information; (12) a status report summary of pending and unresolved claims; (13) a Master Project Schedule and Project Schedule update; and (14) the identification of significant problems impacting cost or schedule and strategies for their resolution.

2.1.5 Project Meetings. Construction Manager shall throughout all Phases of its Basic Services: (1) arrange, chair (if requested by County) and attend all special and regularly scheduled meetings with County, Project Team members or Governmental Authorities; (2) if requested by County, coordinate such meetings' agendas; (3) unless otherwise directed by County, prepare and distribute minutes of such meetings; (4) respond to requests for corrections to such minutes; (5) include in such minutes a list of action items assigned to a particular Project Team member along with a date for further action or resolution; and (6) track compliance by responsible Project Team members, including, without limitation, providing written notice to appropriate Project Team members to expedite action and resolution of outstanding action items.

2.1.6 Financial Reporting. NOT USED

2.1.7 Schedule and Progress Reporting. Construction Manager shall on a monthly basis collect schedule and progress information from Project Team members, evaluate it for completeness and accuracy based on current and historical data and include in its Project Reports a summary of the schedule and progressed status of the Project that addresses, at a minimum, the status of the progress of the Work as compared to the updated Master Project Schedule, Project Schedule and the schedules prepared by Architect and Contractor, noting if there has occurred a Delay to a phase, major task or milestone, the number of Days of Delay, the reason for the Delay, the impact of the Delay on design, construction, completion and occupancy, and a recommended recovery plan for recapturing the time lost. Scheduling and progress information shall be prepared in multiple summary forms that "roll up" data in a coordinated and consistent manner to successively higher levels of reporting.

2.1.8 County Consultants. Construction Manager shall advise County on the appropriate time for retention of County Consultants whose services are necessary for the Project, allowing a reasonable time in advance for prequalification, competitive selection and contract negotiation and Assist County with the preparation of a definitive scope of services describing the scope of their services to be performed for County.

2.1.9 Project Team Management. Construction Manager shall, without assuming responsibility or liability for the direct supervision of performance by Project Team members, Manage the activities of the Project Team members, including, without limitation, the following:

.1 receive information, notices, requests or other materials from one or more Project Team members that are intended for other Project Team members, put such materials into appropriate form for submission to the intended recipients and deliver such materials to such recipients in a timely manner;

.2 monitor and evaluate the performance by Project Team members who provide professional or construction services to the Project for compliance with their obligations under their respective agreements with the County, notify the County if it appears that any Project Team member is not in compliance with said obligations and provide County with recommendations for rectification of such noncompliance;

.3 on a monthly basis (and, more frequently if the County or circumstances reasonably require): (1) evaluate time schedules and schedule updates of schedules prepared by other Project Team members retained by County; (2) receive and evaluate requests for time extensions and compensation for Delay received from any Project Team member retained by County; (3) evaluate actual progress of such Project Team member's performance relative to its schedule and keep the County fully advised on issues that could affect the Project Team member's meeting the deadlines and milestones set forth in its schedule; and (4) keep Project Team members informed of any upcoming deadlines or milestones relevant to the timing of their performance and provide necessary follow-up to remind Project Team members in advance of deadlines that are critical to maintaining progress of the Project;

.4 critically evaluate the performance of cost estimating services by other Project Team members and provide recommendations to the County with respect to the sufficiency and completeness of their estimates and with respect to the need, if any, for preparation of independent estimates of costs related to design and construction;

.5 without limitation to Construction Manager's other obligations under this Article 2 and exercising the performance standard set forth in Section 1.3, above, review the written work product submitted to County by other Project Team members for evident errors or omissions, report any errors or omission discovered to County, and provide County with appropriate recommendations for rectifying same;

.6 monitor compliance by Project Team members other than County with the procedures for communications established by Construction Manager and approved by County and recommend action by County to enforce compliance; and

.7 promptly advise County if there appears to be an unnecessary duplication or overlap of services being provided by Project Team members, along with Construction Manager's recommendations for eliminating such duplicative or overlapping services.

2.1.10 Governmental Authorities. Construction Manager represents that, consistent with its performance standard set forth in Section 1.3, above, it is thoroughly knowledgeable in the requirements of Governmental Authorities as they apply to the development, design, permitting and construction of the Project. Construction Manager shall: (1) perform its services under this Agreement with all necessary and due consideration to such requirements of Governmental Authorities; (2) Manage compliance by the Contractors with such requirements of Governmental Authorities; and (3) immediately report to the County in writing if Construction Manager becomes aware of a failure by a Project Team member to comply with such requirements of any Governmental Authority.

2.1.11 Commissioning. Construction Manager shall, during all Phases of design and construction of the Project, coordinate the work of the County Consultants in the field of commissioning, including, without limitation, final commissioning throughout the Post-Completion Phase.

2.1.12 Risk Management. NOT USED

2.1.13 Computer Aided Design. Construction Manager represents that it has and will maintain throughout performance of this Agreement the necessary software, and shall at all time have persons on

its staff with the expertise, required to receive, review, evaluate and transmit Project Documents that are prepared using AutoCAD electronic media.

2.1.14 Communications. Construction Manager shall comply with all written procedures issued by County for the conduct of communications relating to the Project or among the Project Team members. All communications with County shall be directed or copied to the attention of the Assistant CEO/EDA or his/her designee. County will endeavor to furnish Construction Manager with copies of written communications from County to Architect, Contractor, Separate Contractors and County Consultants that are pertinent to the Construction Manager's services under this Agreement.

2.1.15 Construction Means, Methods and Safety. Except in cases where the Construction Manager or a Subconsultant has breached an express obligation of this Agreement, violated an Applicable Law, acted with willful misconduct or violated the standard of performance set forth in Section 1.3, above, and then only to the extent of such breach, willful act or violation, Construction Manager shall have no responsibility or liability with regard to, and Contractor and the Separate Contractors shall be solely responsible for, all selections (other than those selections expressly dictated by Construction Manager or the Subconsultants) of, and all supervision, implementation and enforcement relating to, construction means, methods, sequence, techniques, procedures or related matters involving the health and safety of persons or the protection of property at the Site during construction.

2.1.16 Rejection of Work.

.1 Inspector of Record. Construction Manager shall coordinate with the Inspector of Record the rejection of Work that does not conform to the Contract Documents, including, without limitation, Work that has not been inspected or tested in accordance with the requirements of the Contract Documents.

.2 Decision by County. The decision whether to reject any portion of the Work recommended for rejection by Construction Manager shall be made only after consultation with Architect and upon written approval by County.

.3 No Duty of County. Neither the foregoing authority of County under, nor a decision made in good faith by County in accordance with, the provisions of this Paragraph 2.1.16 to reject, not reject or approve of Work shall give rise to a duty or liability of County to Construction Manager, Architect, Contractor, or any other person or entity to reject Work, whether or not such rejection is recommended by Construction Manager.

.4 Contractor Responsibility. No determination by the Inspector of Record to reject or not reject Work shall be interpreted as relieving the Contractor or any Separate Contractor of its responsibility for failing to comply with the Contract Documents.

2.1.17 No Authority to Stop Work. Construction Manager shall immediately recommend to County the stopping of the Work if circumstances come to Construction Manager's attention that reasonably require the stopping of the Work in order prevent Loss to County or injury or damage to persons or property. Nothing stated herein or elsewhere in this Agreement or its exhibits shall be interpreted as giving Construction Manager or its Subconsultants the right or authority, to direct the Contractor or Separate Contractor to stop performance of the Work, except in instances where immediate injury, loss of life, or damage to County property will occur.

2.1.18 Testing and Inspections.

.1 Recommendations. Construction Manager shall recommend in writing for

inclusion in the Bidding Documents and Contract Documents any additional special inspection or testing of the Work if, in Construction Manager's or a Subconsultant's judgment, such inspection or testing is required by Applicable Laws or is necessary or advisable for the performance of the Work.

.2 Review of Reports. Construction Manager and its Subconsultants shall assist the Inspector of Record in review of all inspection reports, laboratory reports, and test data generated from the conduct of special inspections or testing in order to determine whether such data conforms to the requirements of the Bidding Documents, Contract Documents and Submittals approved by Architect. Construction Manager is not required to review or be responsible for the Inspector of Record's scope of work.

.3 No Duty of County. Neither the authority of County to decide whether inspection or testing is needed, nor a decision made in good faith by County to order or not order inspection or testing, shall give rise to a duty or liability of County to Construction Manager, Architect, Contractor, or any other person or entity.

.4 Contractor Responsibility. No determination that is made by Construction Manager in good faith and in accordance with the standard of performance set forth in Section 1.3, above, to recommend or not recommend additional inspection or testing of the Work shall give rise to any liability on the part of Construction Manager or be interpreted as relieving Contractor or any Separate Contractor of its responsibility for failing to comply with the Contract Documents.

2.1.19 Document Control Plan. Construction Manager shall prepare for approval by County a Document Control Plan for filing and storage of Project Documents (hard copies and electronic) and shall implement, maintain and track compliance by Project Team members with the Document Control Plan. If requested by County, Construction Manager shall include in its Document Control Plan recommendations for establishment of an electronic program management system for the furnishing, storage, exchange and transmission of electronic documentation and communications relating to the Project that includes, without limitation, the following: (1) using e-mail for communications, wherever possible; (2) using electronic versions of Design Documents for distribution for bidding or other purposes; (3) scanning of documents; and (4) cooperating in maintaining a common file and electronic archive. All costs of setting up the electronic program management system will be paid directly by County. Construction Manager shall comply with the requirements of the Document Control Plan and make recommendations to County for enforcing compliance by other Project Team members who fail to comply therewith.

2.2 MOBILIZATION/PROGRAMMING PHASE

2.2.1 Mobilization. Construction Manager shall mobilize its staff, facilities and other resources necessary to maintain an action-ready staff at the Site to respond to the needs of the County and the Project prior to the commencement of construction.

2.2.2 County Priorities. Construction Manager shall: (1) work with the County to acquire an understanding of those portions of the Project having priority for design, construction or occupancy; (2) advise the County on establishing a schedule for phased development of the Project that takes into consideration such priorities; and (3) review and confirm, on a regular basis with such frequency as reasonably required, the status of such priority determinations and any changes thereto.

2.2.3 Project Delivery. Construction Manager shall provide advice and recommendations on the use of project delivery options and their suitability to the Project, such as, but not limited to, multiple bid packaging, design/build, phasing and fast-tracking.

2.2.4 Initial Program. NOT USED

2.2.5 Final Program. NOT USED

2.2.6 Site Conditions. NOT USED

2.3 DESIGN PHASE

2.3.1 Construction Documents. Using individuals thoroughly familiar and experienced in reading documents prepared using computer-aided design, Construction Manager shall, exercising the standards of performance set forth in Section 1.3, above, and not the standard care of a design professional nor the acceptance of any design liability, review and evaluate the Construction Documents submitted by the Architect and County Consultants for: (1) compliance with the Master Project Schedule, Project Schedule, Project Construction Budget and prior iterations of Construction Documents that have been approved by County; (2) general correlation of the Construction Documents with the Design Documents prepared by Architect and County Consultants; (3) elimination of interferences that would disrupt construction activities; (4) constructability using current construction techniques and taking into consideration the availability of local labor and materials and long lead-time purchases; (5) sufficiency of detail so as to minimize the need for clarifications and changes; and (6) consistency of the overall design with the observed and reported conditions at the Site and in Existing Improvements. Construction Manager shall interface with the Architect and County Consultants for the purpose of coordinating, facilitating and expediting the implementation of recommendations for design revisions requested by County, recommended by County Consultants or required by Governmental Authorities. Construction Manager shall then conduct back checks to confirm that such changes and corrections are incorporated into the Final Construction Documents, Bidding Documents and Contract Documents. Construction Manager is not responsible for providing, nor does Construction Manager control the project design or the contents of the construction documents. By performing the reviews described herein, Construction Manager is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the project design or construction documents. Construction Manager's obligation is to conduct the reviews with the agreed upon level of effort as reflected in Exhibit "N" and as set forth in this section, and provide recommendations to the County. The Architect is not a third party beneficiary of Construction Manager's work described herein and the Architect remains solely responsible for the contents of the design and construction documents.

2.3.2 Value Engineering. Construction Manager shall identify high cost, comparatively low value items or systems and make recommendations to the County of alternatives thereto that would reduce costs and improve cost/benefit ratios, taking into consideration such relevant factors as the following: initial cost; availability; durability; reliability; maintenance; energy consumption; life-cycle costs; construction feasibility; design; access and use of the Site; selection of materials, building systems and equipment; possible adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and future uses of facilities.

2.3.3 Construction Phasing. Construction Manager shall, taking into considerations conditions at the Site and in Existing Improvements and constraints, construction requirements, sequence of operations, methods of traffic control and related activities, provide recommendations and information relative to: (1) phasing of the Work; (2) use, location and availability of equipment, materials and services for use by Contractor and Separate Contractors; and (3) potential interferences with other current or future projects contemplated by the Development Plan.

2.3.4 Labor Availability. Construction Manager shall investigate the availability of appropriate categories of labor for critical phases of the Work and make recommendations for actions to minimize adverse effects of labor shortages, work stoppages and strikes.

2.3.5 Permits, Easements, Approvals. Construction Manager shall: (1) identify permits,

easements and approvals required of Governmental Authorities; (2) Assist County and Architect in assembling the necessary documents for obtaining permits, easements and Governmental Authority approvals; (3) schedule and monitor the periods of time set aside for obtaining permits, easements and Governmental Authority approvals; (4) report to County any Delays which are observed in obtaining permits, easements, and Government Authority approvals and recommend recovery plans; (5) facilitate the inspection process of Governmental Authorities; (6) as and when requested, attend meetings necessary to secure permits, easements and Governmental Authority approvals; (7) if Construction Manager learns that any required permit or approval that it believes County is obligated to obtain directly has not been obtained, notify County immediately in writing specifying the permit or approval required and the time frame within in which it must be obtained in order to not cause Delay to the Project.

2.3.6 Estimates of Construction Costs. Construction Manager shall prepare detailed Estimates of Construction Costs reflecting the Construction Manager's opinion, based on the then-current version of the Construction Documents prepared by Architect, of the probable Construction Costs that are likely to be incurred by County to construct the Project in accordance with said Construction Documents One (1) Detailed Estimate of Construction Costs shall be prepared as part of Basic Services. Additional Estimates of Construction Costs shall, subject to the other requirements of Article 3, below, be deemed Additional Services. Estimates shall be prepared in a format and shall include such detail as reasonably requested by County; provided, however, that Construction Manager shall not be required to prepare detailed quantity surveys or materials take-offs. In addition, Construction Manager shall: (1) review and evaluate estimates of Construction Costs prepared by Architect or County Consultants; (2) compare them with the Project Construction Budget, Project Budget and the latest Estimate of Construction Costs prepared by Construction Manager; and (3) if any estimate or portion of an estimate prepared by Architect, County Consultant or Construction Manager is inconsistent with or exceeds the Project Construction Budget or Project Budget and such inconsistency cannot be otherwise eliminated, reconciled or resolved, provide recommendations for elimination or reduction in Construction Costs to address such inconsistencies.

2.3.7 Temporary Facilities Plan. Construction Manager shall prepare for approval by County a written Temporary Facilities Plan for establishing temporary facilities to accommodate construction on Site, including, without limitation, identification of timing and duration of facilities placement, costs of placement, installation and leasing, square footage requirements, program requirements, build-outs, logistics of mobilization and utilization of swing space within existing buildings.

2.3.8 Operations Displacement Plan. NOT USED

2.3.9 Disabled Access Plan. NOT USED

2.3.10 Emergency Response Plan. Construction Manager shall coordinate with the Contractor and submit for approval by County an Emergency Response Plan for responding to emergencies on the Site.

2.3.11 Independent Design Reviews. Construction Manager shall: (1) advise County on the timing, need and selection of County Consultants for independent (i.e., "peer") design review of the Construction Documents; (2) Manage the independent review process; and (3) confirm that the independent design reviewer's comments are addressed by each Project Team member whose work product is affected.

2.4 BIDDING PHASE

2.4.1 Scope Descriptions. Construction Manager shall, if requested by County, prepare scope of work descriptions for incorporation by County in the County's forms for pre-qualification and

bidding.

2.4.2 Prequalification. Construction Manager shall Assist County in: (1) establishing rules and procedures relative to prequalification and bidding; (2) organizing and conducting reference checks and interviews of Bidder references; (3) scoring, ranking and pre-qualifying Bidders; and (4) preparing and issuing responses to questions and requests for clarification from Bidders.

2.4.3 Conferences. Construction Manager shall Assist County in arranging and conducting pre-bid conferences with prospective Bidders to walk the Site and review the bidding process.

2.4.4 Reference Documents. Construction Manager shall research, identify and assemble lists and copies of Reference Documents that are to be made available to Bidders for review.

2.4.5 Bidding Documents. Construction Manager shall: (1) review all final, approved and stamped Bidding Documents for issuance to Bidders; (2) confirm that they include the Final Construction Documents approved by the County and Governmental Authorities; and (3) review the Construction Contract, General Conditions, Specifications and other contractual language proposed by County and other Project Team members for inclusion in the Contract Documents and provide recommendations to County for changes to such language that are appropriate and necessary to meet the particular needs of the Project and that will, to the maximum extent reasonably possible, clearly define requirements and responsibilities of Project Team members.

2.4.6 Schedule of Values. Construction Manager shall develop a list of the cost items to be included in the Schedule of Values based on the Construction Specification Institute's format or other format approved by County and submit the recommended form to County for use as the Schedule of Values for inclusion in the Bidding Documents.

2.4.7 Addenda. Construction Manager shall, after obtaining appropriate technical advice from Architect, Assist the Architect and County in preparing and issuing Addenda to Bidders.

2.4.8 Post-Award Submittals. Construction Manager shall Assist the County in: (1) collecting, organizing and assembling Post-Award Submittals; and (2) evaluating Post-Award Submittals for compliance with the requirements of the Bidding Documents.

2.4.9 Debriefings. Construction Manager shall, if requested by County, Assist the County in conducting debriefing of unsuccessful Bidders.

2.4.10 Protests. Construction Manager shall Assist the County upon request in responding to protests or other legal challenges to the bidding process.

2.5 CONSTRUCTION PHASE

2.5.1 General Conditions. Construction Manager acknowledges that it has reviewed the form of General Conditions attached hereto as General Conditions of the Standard Form Construction Contract Between County and Contractor - Exhibit "B". As part of Basic Services and in addition to the obligations assumed by Construction Manager under this Article 2, Construction Manager shall administer the construction of the Work by Contractor and Separate Contractors in accordance with the General Conditions, including the provision of all of the services as required or allowed by its terms to be performed by the "Construction Manager" (as defined in the General Conditions), as well as Assisting the County in the performance of any obligation to be performed by County under the terms of the General Conditions.

2.5.2 Payments. Construction Manager shall Manage the processes for receipt, review, approval, disapproval and return (including, without limitation, the processes pertaining to withholding of funds and nullification of prior approval) of Applications for Payment from the Contractor and Separate Contractors as set forth in the Contract Documents, including, without limitation: (1) reviewing Applications for Payment for completeness (including, without limitation, compliance with the cost coding requirements of County) for the purpose of confirming, based on Construction Manager's observations of the Work, that the portions of the Work for which payment is being requested have been performed to the extent represented in the Application for Payment; (2) determining if the types of costs, amounts and terms of stated in the Applications for Payment are in accordance with the Contract Documents; (3) approving all or such portions of the Applications for Payment as Construction Manager recommends for payment and disapproving all or such portions that Construction Manager does not recommend for payment; (4) forwarding each Application for Payment that Construction Manager approves for payment by County, bearing a statement or signature confirming that it is "approved for payment" by Construction Manager; (5) if any portion of an Application for Payment is disapproved by Construction Manager for payment, identifying the portion disapproved and the reasons for such disapproval; (6) following consultation with County, providing timely notice to Contractor and Separate Contractors of any required approval and/or disapproval by Construction Manager or another Project Team member of any portion of an Application for Payment in the manner required by Contract Documents; (7) making recommendations, when circumstances warrant, for issuance of joint payments; (8) reviewing for completeness and compliance with the Contract Documents all documentation required by the Contract Documents that is submitted with Applications for Payment, including, without limitation, all releases of stop notice rights (both conditional and unconditional) executed by the Contractor, Separate Contractor and all Subcontractors, of every Tier, including, but not limited to, Subcontractors who have served preliminary lien notices.

2.5.3 On-Site Representatives. Unless otherwise requested by County in writing, Construction Manager shall provide a competent representative or representatives at the Site at all times that Work is being performed who shall provide administration of the Work as required by the Contract Documents and this Agreement and who shall act as the conduit of communications between the Contractor and Separate Contractors, on the one hand, and the County and other Project Team members, on the other hand. At least one such representative of Construction Manager shall be available 7 Days a week and 24 hours a Day to respond to emergencies.

2.5.4 Construction Meetings. Construction Manager shall attend all regular and special construction meetings and perform the services related thereto that are required by Paragraph 2.1.5, above.

2.5.5 Surety Bonds. Construction Manager shall: (1) evaluate surety bonds for compliance with the Contract Documents; (2) in the event of a default by Contractor or a Separate Contractor that requires County to make demand under a bond, Assist County in providing such notices to sureties as may be required in order to preserve the County's rights under such bond; (3) if requested by County, Assist County in the negotiation of terms for performance by sureties of their obligations under such bonds; and (4) Manage the performance of the Work to Final Completion (whether by surety or a completion contractor retained by surety or County) with appropriate consideration and steps being taken to document the completion process for the purposes of substantiating future claims by the County.

2.5.6 Safety. Construction Manager shall: (1) prior to any Work commencing at the Site, review the approved Contractor Safety Plan(s) prepared by the Contractor and Separate Contractors for general compliance with the requirements of the Contract Documents; (2) walk the Site at least once each Day for the purpose of making general observations of the Work, noting any apparent safety violations or unsafe conditions; (3) include in its daily report to County a statement either that no violations of the Contractor Safety Plan(s) or unsafe conditions were observed that Day or if they were

observed, a statement identifying those violations or conditions actually observed; and (4) if unsafe conditions or violations of the Contractor Safety Plan(s) are observed, immediately take action to report them to the responsible Project Team member so that action can be taken to correct such violations or conditions and conduct such follow-up as is reasonably necessary to see that such conditions or violations have been corrected. The foregoing responsibilities of the Construction Manager related to safety are undertaken with the understanding that the Contractor and Separate Contractors are primarily responsible for safety at the Site and that the Construction Manager's agreement to perform its obligations under this Paragraph 2.5.6 shall not be interpreted as relieving the Contractor and Separate Contractors of their responsibility under their respective contracts with County for the sufficiency, implementation and enforcement of their respective Contractor Safety Plans.

2.5.7 Utilities Coordination. Construction Manager shall Manage all utilities shut downs and start ups in a manner that is consistent with the County's requirements for on-going operations and use of the Site and Existing Improvements during construction. The foregoing responsibilities of the Construction Manager related to utilities are undertaken with the understanding that the Contractor and Separate Contractors are primarily responsible for planning and implementing shut downs of utilities at the Site and that Construction Manager's agreement to perform its obligation under this Paragraph 2.5.7 shall not be interpreted as relieving the Contractor and Separate Contractors of their responsibility under their respective contracts with County for providing all notifications to utility providers or Governmental Authorities of utility disconnections or relocations and for performing such disconnections and relocations in accordance with the requirements of the Contract Documents and Applicable Laws.

2.5.8 Requests for Information. Construction Manager shall: (1) receive all Requests for Information from Contractor and Separate Contractors; (2) review them for clarity and obtain further clarification as needed before transmitting them to the appropriate Project Team member for response; (3) log and track the status of Requests for Information in a document control log; (4) Assist the appropriate Project Team member in preparing and processing responses; (5) provide follow-up to secure timely responses; (6) expedite return of responses as soon as possible (generally within seven (7) Days after receipt) so as to avoid Delay to the Work; and (8) issue reminders to appropriate Project Team members of the need for response to Requests for Information held for more than seven (7) Days without response.

2.5.9 Changes. When Changes in the Work of the Contractor or a Separate Contractor become necessary, Construction Manager shall Manage the process of submittal, review, approval and performance of the Changes as set forth in the Contract Documents, including, without limitation, the following: (1) reviewing, assembling, and evaluating documentation of Changes (including, without limitation, Notices of Change, Change Order Requests, Change Orders, Unilateral Change Orders and Construction Change Directives); (2) verifying (without the necessity of continuous observation of Work) in the field actual labor, time and materials expended; (3) making recommendations to County with respect to the completeness, sufficiency and compliance of such documentation with the requirements of the Contract Documents; (4) forwarding, as required by the Contract Documents, such documentation to the appropriate Project Team member(s) for review; (5) expediting responses by the appropriate Project Team member(s); (6) preparing independent estimates, if requested by County, of the cost and time impact of Changes and requests for Contract Adjustment; (7) scheduling, attending and conducting meetings for review and discussion of unresolved issues; (8) negotiating resolution of disputed Changes and requests for Contract Adjustments with the responsible Contractor or Separate Contractor; (9) substantiating in writing, if requested, Construction Manager's recommendations to County as to the acceptability of the Contractor's and Separate Contractors' cost proposals for Contract Adjustments; (10) upon final approval by County, forwarding completed Change Order, Unilateral Change Order and Construction Change Directive documentation to the appropriate Project Team member for processing; (11) preparing and distributing on a regular basis (no less frequently than monthly) as part of its Project Reports a Change Order, Unilateral Change Order and Construction Change Directive status report

listing all approved, pending, disapproved and disputed Change Orders, Unilateral Change Orders and Construction Change Directives by number, brief descriptions of the Change involved and the amount of any requested, pending, approved, disapproved or disputed Contract Adjustments; (12) verifying that any Contract Adjustments of the Contract Time approved by County have been incorporated into the Project Schedule and the Contractor's and Separate Contractors' updated Construction Schedules; and (13) collecting, authenticating (on a daily basis as required) and reviewing for completeness and compliance with the Contract Documents, the time and material information submitted by the Contractor and Separate Contractors of labor, materials, services and equipment furnished to perform Changes.

2.5.10 Submittals. Construction Manager shall Manage the processes for receipt, review, approval and return of Submittals, including, without limitation, the following: (1) receiving the Submittals; (2) reviewing the Submittals, not for technical sufficiency, but to determine if they have been assembled in accordance with the requirements of the Contract Documents; (3) logging the Submittals in the appropriate control log; (4) delivering Submittals to the Architect or appropriate County Consultant for technical review; (5) receiving and logging returned Submittals received from the Architect or County Consultant; (6) confirming that Submittals have been stamped by the reviewing Architect or County Consultant indicating the status of their review and approval; (7) delivering to the Contractor any Submittals returned by the Architect or County Consultant; (8) storing approved physical sample Submittals approved by the Architect or a County Consultant at the Site so that they are available for review by Project Team members; (9) reviewing the status of the Submittals in the construction meetings in an effort to expedite processing; (10) reporting on Delays in the processing of Submittals; (11) issuing a reminder to the Architect or County Consultant conducting a review of a Submittal that has been held more than seven (7) Days without a response; (12) evaluating the Submittal Schedules and updated Submittal Schedules prepared by Contractor and Separate Contractors for reasonableness, completeness and compliance with the Contract Documents; and (13) developing recovery plans if the circumstances or timing of the submission or return of a Submittal threatens to cause a Delay to the Contractor's or a Separate Contractor's achieving Substantial Completion or Final Completion within the Contract Time.

2.5.11 County-Furnished Materials. County is responsible for coordinating and tracking the purchase, fabrication and delivery of County Furnished Materials including storage, protection, security, inventory and installation. Construction Manager shall alert and advise County of related schedule milestones to facilitate timely installation of County Furnished Materials.

2.5.12 Schedule of Values. Construction Manager shall: (1) review the values inserted in the Schedule of Values to determine if they represent fair and balanced allocations of the Contract Price; (2) verify the correlation of the trade line item estimates for Work in the Schedule of Values to the actual Subcontractor subcontract values; and (3) make recommendations for necessary adjustments to the Schedule of Values.

2.5.13 Construction Schedules. Construction Manager shall Manage the processes for receipt, review, evaluation and approval or disapproval of the Construction Schedules and other short-term "look ahead" schedules, and updates thereof, prepared by Contractor and Separate Contractors, including, without limitation, the following: (1) receiving, reviewing, analyzing and advising County on the suitability of such schedules; (2) checking that such schedules are prepared in accordance with the requirements of the Contract Documents and that they are consistent with the terms of the County's contracts with other Project Team members; (3) conducting meetings to facilitate compliance by Contractor and Separate Contractors with the scheduling requirements of the Contract Documents; (4) providing to County, in writing if requested, a written explanation of the basis for the Construction Manager's disapproval of any portion of such schedules that Construction Manager does not approve; (5) reporting to County, in writing if requested, on variances between as-built progress of the Work and the planned progress of the Work as set forth in such schedules; (6) review the contractor's written

recovery plans to recapture time lost or to overcome Delays and make recommendations accordingly; (7) recommending necessary actions to County should Contractor or a Separate Contractor fail to make any appropriate or required corrections to such schedules; and (8) reviewing, critically evaluating and making recommendations, in writing if requested, to County regarding, written requests by Contractor and Separate Contractors for time extensions, requests for additional compensation related to Delay and proposals for acceleration to overcome Delay.

2.5.14 Staffing. Construction Manager shall: (1) evaluate monthly, at a minimum, the adequacy of Contractor's and each Separate Contractor's staffing levels and the availability of critical materials and equipment; (2) recommend courses of action when it appears that Contractor's or a Separate Contractor's resources are inadequate or that critical materials or equipment may be delayed.

2.5.15 Report Review. Construction Manager shall review and provide recommendations to respond to issues raised in reports submitted by other Project Team members and notify the appropriate Project Team members if the reports are incomplete, illegible, or inconsistent with facts known by Construction Manager.

2.5.16 Daily Reports. At the end of each Day that Contractor or a Separate Contractor performs Work on the Site, Construction Manager shall submit (by paper original or, if requested, electronically), separately for the Contractor and each Separate Contractor who performed Work on such Day, a daily report to County (on a form provided or approved by County) that includes, at a minimum, the following:

.1 Labor - The number of workers in each trade as reported by the General Contractor and as generally observed in the field.

.2 Material - A list of materials onsite/delivered.

.3 Equipment – A list of equipment onsite/delivered.

.4 Inspection and Testing Activities – A list of inspections performed by name of inspector and testing company and the type of inspection, items of the Work involved and a description of the outcome of such inspection or test.

.5 Areas of the Work – A statement of the areas of the Site on which the Work was performed and a detailed description of the stage, status and progress of the Work in each such area at the beginning and end of the Day.

.6 Accidents, Delays, Defective Work – A description in detail of any injuries to the workers, accidents, delays, or Defective Work that is observed by or reported to Construction Manager.

2.5.17 Photographic Record. Construction Manager shall provide photographic documentation of the Site immediately prior to the start of construction, at regular intervals during construction and at Final Completion. One set of progress photographs of the Project shall be regularly taken, no less frequently than weekly during the Work, from a common, fixed vantage point. Photographic documentation shall show all significant progress, which Construction Manager understands may necessitate more extensive photographing on some days and weeks than others or from additional vantage points. When problems arise, Construction Manager shall act promptly to document the conditions by photographing specific conditions and any changes in the conditions as they occur.

2.5.18 Observations at Site. Construction Manager shall be present at the Site during the

performance of the Work so as to become familiar with the progress and quality of the completed Work, to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents and to guard against Defective Work. The Construction Manager's duty to make observations pursuant to this Paragraph 2.5.18 includes the obligation to make diligent, daily observations, but not necessarily exhaustive observations, of the condition of the Work at the Site.

2.5.19 Defective Work. Based on Construction Manager's observations at the Site, Construction Manager shall: (1) alert the Inspector of Record as to work that may be considered Defective Work; (2) assist the Inspector of Record in maintaining a log describing Defective Work identified and the status of the correction thereof; and (4) take necessary follow-up action to expedite correction by the responsible Project Team member.

2.5.20 Means, Methods. NOT USED

2.5.21 Inspections, Testing. Construction Manager shall Manage the processes of inspection and testing, including, without limitation, the following: (1) Assisting the County in selecting and retaining qualified Inspectors of Record; (2) Assisting Contractor and Separate Contractors in coordinating inspections; (3) confirming compliance by Project Team members with the directives of Inspectors of Record; and (4) providing follow-up to expedite and confirm timely submission by the responsible Project Team member of inspection reports to Governmental Authorities.

2.5.22 Permits. Construction Manager shall: (1) review permits to determine that they are current; (2) report to County and Contractor any violations of applicable conditions of permits; (3) recommend corrective action to cure such violations; (4) issue appropriate correction notices to Contractor and Separate Contractors; and (5) verify that corrective action has been taken in accordance with the requirements of Government Authorities, the Contract Documents and the directives of County.

2.5.23 Urban Runoff and Storm Water. NOT USED

2.5.24 CEQA Compliance. Construction Manager shall: (1) take reasonable steps to ensure that no Work that is subject to California Environmental Quality Act (CEQA) proceeds by Contractor until Contract Documents satisfying the CEQA process are reviewed and approved by the County; (2) Manage Contractor's and Separate Contractors' compliance with applicable CEQA requirements and if there is a federal nexus (e.g. a source of federal funding) to the Project, their compliance with the National Environmental Policy Act (NEPA); and (3) Manage Contractor's and Separate Contractors' compliance with the applicable requirements pertaining to Mitigation, Monitoring, and Reporting Program (MMRP).

2.5.25 AQMD Compliance. Construction Manager shall Manage Contractor's and Separate Contractors' compliance with, as applicable: (1) AQMD Rule 403.1, County Ordinance 742, the County MOU with AQMD dated January 6, 2004 Agenda Item 3.1 (for projects in the Coachella Valley); or (2) AQMD Rule 403 (for projects west of the Coachella Valley).

2.5.26 Field Monuments. Construction Manager shall report to County if any survey markers or monuments have been disturbed and promptly recommend corrective action.

2.5.27 Certified Payrolls. If certified payroll records are required to be submitted under the terms a Construction Contract or Applicable Laws, Construction Manager shall: (1) collect certified payroll records submitted by Contractor and Separate Contractors; (2) in the event that Contractor or a Separate Contractor has failed to submit certified payroll records, notify the County and such Contractor or Separate Contractor of such failure, along with a request to such Contractor or Separate Contractor that it comply; (3) forward all certified payroll records received to the County for further action; and (4) if

necessary, recommend action by County to enforce compliance by Contractor and Separate Contractors with the requirements of their contracts with County for submission of certified payroll records and payment of prevailing wages.

2.5.28 Record Documents. Construction Manager shall Manage compliance by Contractor and the Separate Contractors with their obligations for posting and maintenance of Record Drawings and Record Specifications and recommend action to County for any observed non-compliances.

2.5.29 Claims. Construction Manager shall, if requested by County: (1) Assist the County in the analysis of claims submitted to County by a Project Team member; (2) produce or obtain from the appropriate Project Team member any records and documents required to Assist the County in its analysis of such claims; (3) Assist the County in resolving such claims; and (4) review and comment on any final settlement documents prepared by the County for settlement of such claims on terms approved by County.

2.6 CLOSE-OUT PHASE

2.6.1 Inspection. Construction Manager shall Manage the processes for inspection and approval to determine Substantial Completion and Final Completion, including, without limitation, the following: (1) conduct inspections to verify Substantial Completion and Final Completion; (2) notify the Contractor and Separate Contractors of Substantial Completion, Final Completion and Acceptance; and (3) if requested by County, certify in writing the dates of Substantial Completion and Final Completion.

2.6.2 Punch Lists. Construction Manager shall Manage the processes for preparation, receipt, review, modification and approval of punch lists, including, without limitation, the following: (1) reviewing and evaluating for completeness the punch lists of items prepared by Contractor and Separate Contractors for Substantial Completion and Final Completion; (2) distributing the punch lists to the appropriate Project Team members for review; (3) ascertaining any items of Work to be added to the Substantial Completion Punch List and Final Completion Punch List; (4) causing such items to be added to the Substantial Completion Punch List and Final Completion Punch List; (5) evaluating and confirming that all items on the Substantial Completion Punch List and Final Completion Punch List have been completed in accordance with the Contract Documents prior to approving of Substantial Completion or Final Completion; and (6) recommending modifications and additions to the punch lists to add any items of Work necessary to Substantial Completion or Final Completion that have been omitted.

2.6.3 Operational Testing. Construction Manager shall Manage the process of operational testing of utilities, building systems and equipment, including, without limitation, the following: (1) arranging for and documenting final testing to determine readiness for use; (2) Assisting the Contractor and Separate Contractors in the start-up and testing; (3) scheduling with Contractor and Separate Contractors and County's operations, facilities and maintenance personnel and documenting the occurrence of, all required start-up and related testing; and (4) Assisting the Contractor and Separate Contractors in scheduling and conducting equipment and systems operations and maintenance training of County's operations, facilities and maintenance personnel.

2.6.4 Occupancy Permits. When the Construction Manager considers the Work, or a portion designated by County for separate delivery, to be Substantially Complete, the Construction Manager shall: (1) Assist County and Contractor in obtaining all certificates of occupancy required for occupancy of the Work or portions designated by County for separate delivery; and (2) confirm that the conditions to issuance of such permits are being and have been accomplished.

2.6.5 Final Payment. In addition to the Construction Manager's obligations under Paragraph 2.5.2, above, Construction Manager shall Manage the processes for receipt, review and responding to

Applications for Payment by Contractor and Separate Contractors requesting Final Payment, including, without limitation, the following: (1) receiving, reviewing and recommending whether payment should be made upon the Application for Payment and recommending any withholding; (2) confirming that all Close-Out Documents required by the Contract Documents have been received by the County; (3) notifying County of any items required for Final Completion that have not been submitted and of what actions Construction Manager is taking, or recommends, to obtain such items; (4) not recommend payment upon Contractor's or a Separate Contractor's Application for Payment until all punch list items necessary to Final Completion have been completed and all documents required to be submitted by Contractor or the Separate Contractor under the Contract Documents and all other actions required to be taken have been received and taken; and (5) if requested by County and after consultation with County, Assisting County in resolving payment disputes between County and Contractor or a Separate Contractor.

2.6.6 Close-Out Documents. Construction Manager shall Manage the processes for close-out of the Project as required by the Contract Documents, including, without limitation, the following: (1) review and confirm the completeness and accuracy of the Record Documents and other Close-Out Documents and, if significant discrepancies are noted, notify County, Architect and Contractor or Separate Contractor of same and perform such follow-up as may be necessary to assure that corrections are made; and (2) obtain and transmit warranties, keys, maintenance stocks and other Close-Out Documents as required by the Contract Documents.

2.6.7 Audit. If requested by County, Construction Manager shall Assist County in arranging audits of the books and records of Contractor, Separate Contractors or other Project Team members.

2.7 POST-COMPLETION PHASE

Construction Manager shall accompany the Architect in a warranty review of the Work Ten (10) months after Final Completion. Construction Manager shall within thirty (30) Days after the date of such review make written recommendations to County for the correction of any Defective Work discovered. As part of Basic Services, the number of working hours to complete such review and preparation of written recommendations shall not exceed Twenty-four (24) hours. Hours in excess of the aforesaid number of hours included as Basic Services shall be compensated as an Additional Service only if approved in advance in writing by County.

2.8 SCHEDULING

2.8.1 Master Project Schedule. Construction Manager shall perform its Basic Services consistent with the Master Project Schedule - Exhibit "F" attached hereto.

2.8.2 Project Schedule. Within thirty (30) Days after execution of this Agreement, the Construction Manager shall prepare and present for approval by County a detailed Master Project Schedule setting forth the key milestones and deadlines that need to be met by the Project Team members in order to meet the requirements of the County. Once the Project Schedule is approved, Construction Manager shall inform the Project Team members of the deadlines set forth in the Master Project Schedule that are applicable to them and Manage the performance by Project Team members in a manner that facilitates their meeting those deadlines. Prior to going to bid, Construction Manager shall prepare a detailed Construction Schedule which shall be incorporated into the bid documents.

2.8.3 Extensions. A failure by Construction Manager to perform its Basic Services consistent with the Master Project Schedule or Project Schedule approved by County shall not be considered a default of this Agreement to the extent such failure is due to unavoidable and unforeseeable Delays that are beyond Construction Manager's and its Subconsultants' reasonable control and beyond Construction Manager's responsibility under this Agreement (such as, but not limited to, strikes, lockouts, work

slowdowns or stoppages, accidents, acts of God, failure of any Governmental Authority to act in a reasonably timely manner, failure by County to timely provide information or approvals or Delays caused by the fault of the Contractor or Separate Contractors), but only if Construction Manager has given written notice to County of the circumstances of such Delay within seven (7) Calendar Days after first learning of the circumstances causing such Delay.

2.8.4 Updates. Construction Manager shall, no less frequently than monthly, update and expand the level of detail in the Project Schedule as the Project progresses, indicating the current status of scheduled activities and projections of the likely completion of major tasks. If significant variance from planned activities occurs, Construction Manager shall recommend recovery plans to County and, upon obtaining County's approval thereof, modify the Project Schedule to incorporate such recovery plans.

2.8.5 County Review. Construction Manager is solely responsible, notwithstanding County's review or approval thereof, for the completeness, accuracy and suitability of the Project Schedule and all updates thereof.

2.8.6 No Delay. Construction Manager shall not delay its interpretations, decisions, reviews or other functions pursuant to this Agreement or otherwise cause or contribute to a Delay to the progress of design or construction of the Project.

2.8.7 Delay Losses. Construction Manager's sole and exclusive right and remedy for recovery or compensation for Losses related to Delay, of any kind, are: (1) its right to Additional Services Compensation for Additional Services to the extent permitted by Paragraph 3.2.4, below, and (2) its right to adjustment of the Hourly Rates, if any, provided for by this Agreement. All other rights and claims by the Construction Manager, on its own behalf and on behalf of its Subconsultants, for Losses relating to Delay, from any cause whatsoever, are hereby waived.

ARTICLE 3 ADDITIONAL SERVICES

3.1 DEFINITION, AUTHORIZATION

Additional Services are services, which, if authorized by and performed in accordance with this Agreement, are paid for by County in the form of Additional Services Compensation. Additional Services consist solely and exclusively of those services listed in this Article 3. Additional Services shall be performed only if authorized and directed in writing by County in advance and in accordance with this Article 3. Additional Services, whether or not listed in this Article 3, do not include any service that arises, in whole or in part, from the breach of this Agreement by Construction Manager or an act or omission of Construction Manager or a Subconsultant constituting negligence (ordinary or professional), willful misconduct or a violation of Applicable Laws.

3.2 ENUMERATION OF ADDITIONAL SERVICES

Additional Services include and are not limited to the following:

3.2.1 providing services that are, outside the scope of services that are required to be performed by Construction Manager as part of Basic Services under this Agreement, or beyond the contemplation of this Agreement and the exhibits incorporated into this Agreement;

3.2.2 providing additional, unforeseeable Basic Services to Manage the replacement or repair of Defective Work;

3.2.3 providing services, including witness preparation, in connection with a mediation, arbitration, or legal proceeding, except where any party to such proceeding has alleged in good faith the occurrence of: (1) a breach of this Agreement by Construction Manager; or (2) an act or omission of Construction Manager or a Subconsultant constituting negligence (ordinary or professional), willful misconduct, or a violation of Applicable Laws;

3.2.4 providing additional Basic Services for the Management of the Work that, solely due to circumstances for which the Construction Manager is entitled to an extension of time under Paragraph 2.8.3, above, unless County has issued a notice under Paragraph 1.1.82 above; provided, however, that nothing herein shall be interpreted as entitling Construction Manager to be paid duplicative compensation (both as Additional Services and Basic Services), if Construction Manager has not exceeded the staffing hours set forth in Exhibit "N";

3.2.5 providing Estimates of Construction Costs that exceed the number of estimates required by Paragraph 2.3.6, above; and

3.2.6 providing consultation for replacement of work damaged by fire or other cause during construction and furnishing services in conjunction with replacement work.

3.2.7 providing any other service not otherwise included in this Agreement.

3.3 NOTICE OF ADDITIONAL SERVICES

Construction Manager shall notify County in writing within five (5) Days after learning of any circumstance (including, without limitation, any direction or request by County or other Project Team member) that Construction Manager believes may give rise to performance of Additional Services. Except as otherwise provided in Section 3.4, below, Construction Manager waives the right to compensation for Additional Services performed without prior written approval by the Board of Supervisors expressly acknowledging that the service is an Additional Service.

3.4 DISPUTES

If a good faith dispute arises as to whether a particular service performed or to be performed is a Basic Service or an Additional Service, Construction Manager will, if requested to do so by County in writing, nevertheless promptly perform such service and pay any expenses associated with such performance, pending resolution of such dispute. Neither County's request, Construction Manager's performance nor County's payment therefor will constitute a waiver on the part of County or Construction Manager of their respective rights or defenses with respect to the appropriate classification of such service, which rights and defenses shall remain subject to determination in accordance with Article 11, below.

ARTICLE 4 COUNTY RESPONSIBILITIES

4.1 ADMINISTRATION BY COUNTY

4.1.1 County Requirements. County shall provide such information as is requested by Construction Manager regarding the County's objectives, schedule, constraints, criteria, space requirements and relationships, flexibility, expandability, special equipment and Site requirements.

4.1.2 County Approvals. County shall promptly respond to Construction Manager's requests for decisions, approvals or information; provided, however, that no failure by County to respond shall entitle Construction Manager to an adjustment of the Master Project Schedule or Project Schedule except

as permitted by Section 2.8, above. Construction Manager shall remain solely and exclusively responsible and liable, notwithstanding the review or approval by County, for the content, completeness and adequacy of all Project Documents prepared by Construction Manager, including, without limitation, all Deliverables.

4.1.3 Assistant CEO/EDA. Subject in all cases to prior approval by the Board of Supervisors as required by Applicable Laws, the Assistant CEO/EDA is the sole representative of County with authority on behalf of County to: (1) approve or revise the Final Program; (2) authorize the performance of Additional Services or incurring of Reimbursable Expenses; or (3) commit or bind County to any obligation to pay any sums of money or additional compensation other than, or beyond, the amount of the agreed Basic Services Compensation in association with performance of Additional Services.

4.2 PROJECT INFORMATION

County shall furnish, upon written request by Construction Manager, information reasonably available to County concerning the Project, including surveys, soil reports, subsurface investigations, as-builts of Existing Improvements, descriptions of legal limitations, utility plans and similar information. Construction Manager is entitled to rely thereupon; however, County does not warrant, expressly or impliedly, the accuracy, suitability or completeness of such information or of any data, opinions or recommendations contained therein and it shall not be considered a breach by the County of this Agreement in the event there are errors or omissions in such information, data, opinions or recommendations.

4.3 ACCESS TO SITE

Construction Manager shall at all times during performance of this Agreement have access to the Site and to the Work, at whatever stage the Work is in its preparation or progress, to facilitate Construction Manager's performance of its obligations under this Agreement. Employees of Construction Manager and its Subconsultants shall, at all times while present on the Site, comply with the safety requirements applicable to the Project.

ARTICLE 5 CONSTRUCTION MANAGER'S COMPENSATION

5.1 BASIC SERVICES COMPENSATION

5.1.1 Total Compensation. Construction Manager shall be paid a total Basic Services Compensation for performance of Basic Services (including, without limitation, Basic Services performed by Subconsultants) comprised exclusively of (1) Basic Services Fees plus (2) authorized Reimbursable Expenses and (3) County controlled Fee Allowance for Construction Manager for unforeseen Owner needs. Basic Services Compensation constitutes the Construction Manager's sole, exclusive and complete compensation for performance of Basic Services, including, without limitation, all costs and expenses, of any kind, incurred by Construction Manager or its Subconsultants in performance of Basic Services.

5.1.2 Basic Services Fees. Construction Manager's Basic Services Fees for performance of Basic Services shall be as follows: **[Check appropriate box(es)]**:

.1 a Fixed Basic Services Fee for all Basic Services of \$ _____;

.2 the product of (1) the actual hours expended by Construction Manager's and its Subconsultants' personnel in performance of Basic Services multiplied times (2) the applicable Hourly Rates for such personnel, the total of which shall not exceed for all Basic Services the cumulative total

fee agreed upon for Basic Services as demonstrated in Exhibit 'N' (Staffing Fee Schedule).

.3 a Basic Services Fee based on a combination of compensation comprised of both Fixed Basic Services Fees and Monthly Fees for each of the following categories of Basic Services:

Basic Services Description: Basic Services Fees:

(1) Preconstruction Services:	\$ 167,342 (fixed)
(2) CM Fee:	\$ 485,000 (fixed)
(3) General Conditions:	\$ 749,000 (\$68,091/mo.)
<hr/>	
Basic Fee:	\$ 1,401,342
(4) Reimbursable Costs:	\$ 65,000

5.1.3 Guaranteed Amounts. An amount agreed to by County and Construction Manager pursuant to Paragraph 5.1.2, above, as a Fixed Basic Services Fee or Maximum Hourly Fee represents the County's maximum liability to Construction Manager for the complete performance by Construction Manager and its Subconsultants of the Basic Services or portion of Basic Services covered by such Basic Services Fees. Subject only to Construction Manager's rights under Section 5.2, below, any fees, costs or expenses, of any kind, incurred by Construction Manager or a Subconsultant, for performance of Basic Services or a portion of Basic Services for which a Fixed Basic Services Fee or Maximum Hourly Fee has been agreed to in Paragraph 5.1.2, above, that if charged to County would exceed the amount of such Fixed Basic Services Fee or Maximum Hourly Fee shall be deemed incurred at Construction Manager's Own Expense.

5.2 REIMBURSABLE EXPENSES

5.2.1 Exclusive List. Reimbursable Expenses include, and are limited to, a reasonable amount for the following costs and expenses if and to the extent they are incurred and paid by Construction Manager in the performance of Basic Services or Additional Services and not as a result of the negligence, willful misconduct or violation of an Applicable Law by Construction Manager or its Subconsultants or the failure by Construction Manager to comply with the requirements of this Agreement:

.1 if approved in advance by County, mileage for vehicle travel (at the rates set forth in the Reimbursable Expenses Schedule - Exhibit "H" attached hereto), air travel (coach fare only) and related subsistence (meals and lodging at standard business accommodation rates) for travel from Construction Manager's or a Subconsultant's place of business (whether located within or outside the County of Riverside) to a point of destination outside the County or Riverside, but excluding the following:

(1) travel and related subsistence to or from the County's offices or the Site for purposes of conducting inspections, observations or attending meetings that are part of Basic Services; (2) travel to and from residences to the Construction Manager's or a Subconsultant's place of business; and (3) travel to or from Construction Manager's or a Subconsultant's place of business located outside the County of Riverside to a location within the County of Riverside;

.2 printing and reproduction (paper and electronic) of documents, at the agreed rates set forth in the Reimbursable Expenses Schedule - Exhibit "H" attached hereto, that under the terms of this Agreement are required to be delivered to County or that County requests or approves be provided to another member of the Project Team (by way of example, without limitation, costs of printing or reproduction for internal uses by, or for copies transmitted between or among, Construction Manager and/or its Subconsultants are not reimbursable);

.3 fees for permits or approvals of Governmental Authorities paid for by Construction Manager on behalf of County as requested by County; and

.4 costs listed in Subparagraphs 5.2.1.1 through 5.2.1.3, above, incurred and paid by Subconsultants in the performance of Basic Services or Additional Services; provided that (1) such costs are due and payable by Construction Manager pursuant to terms of a contract approved by County pursuant to Section 1.6, above; (2) such costs are not included in or covered by any fixed fee agreed to by the Subconsultant under the terms of the Subconsultant's contract; and (3) such costs are not in excess of any not-to-exceed amount applicable thereto under the terms of the Subconsultant's contract.

5.2.2 Approval Limitations. Reimbursable Expenses shall not exceed, either individually or in the aggregate, the limits set forth in the Reimbursable Expenses Schedule - Exhibit "H" attached hereto without the prior written approval of County. Reimbursable Expenses incurred without such approval shall be deemed incurred at Construction Manager's Own Expense.

5.2.3 Mark Ups. Neither the Construction Manager nor any Subconsultant shall include or charge any markup or multiplier upon any Reimbursable Expense, save and except for such markups or multipliers as may be permitted, if at all, by the terms of the Reimbursable Expenses Schedule - Exhibit "H" attached hereto.

5.2.4 Expense Records. In addition to Construction Manager's obligations under Section 6.3, below, accurate and detailed records of Reimbursable Expenses shall be maintained by Construction Manager in an orderly manner on the basis of generally accepted accounting practices and shall be available at Construction Manager's office (or at County's request, shall be brought by Construction Manager to County's offices) for inspection, auditing and/or copying by County and its representatives pursuant to Article 7, below.

5.3 ADDITIONAL SERVICES COMPENSATION

5.3.1 Additional Services Compensation. Construction Manager shall be paid a total Additional Services Compensation for performance of Additional Services comprised exclusively of Additional Services Fees plus authorized Reimbursable Expenses. Additional Services Compensation constitutes the Construction Manager's sole, exclusive and complete compensation for Additional Services, including, without limitation, all costs and expenses, of any kind, incurred in connection with Construction Manager's and its Subconsultants' performance of Additional Services.

5.3.2 Additional Services Fees.

.1 **Authorization.** Prior to performance of an Additional Service, Construction

Manager and County shall attempt in good faith to negotiate terms for Additional Services Fees on the basis of either: (1) a lump sum price; or (2) actual hours expended multiplied times the Hourly Rates for the personnel involved in providing such Additional Service as set forth in the Hourly Rates Schedule - Exhibit "C" attached hereto, not-to-exceed an agreed maximum amount. In addition to County's rights under Section 5.6, below, if the parties are unable to agree, then the County shall have the right, without limitation, to direct in writing that Construction Manager perform the Additional Services based on actual hours expended at the agreed Hourly Rates, without a not-to-exceed amount. Additional Services performed without prior written authorization pursuant to this Paragraph 5.3.2 or written direction pursuant to Section 5.6, below, shall be deemed performed at Construction Manager's Own Expense.

.2 Hourly Rates. Compensation for Additional Services authorized by County to be performed on an hourly basis (with or without an agreed not-to-exceed amount) shall be computed based on the Hourly Rates.

5.3.3 Direct Engagement. County reserves the right, without thereby being considered in breach of this Agreement, to contract for the performance of Additional Services by others.

5.4 HOURLY RATES

Hourly Rates for Basic Services and Additional Services performed on an hourly basis are set forth in the Hourly Rates Schedule - Exhibit "C" attached hereto. Hourly Rates shall remain fixed for the duration of Construction Manager's performance of this Agreement.

5.5 RELEASE FOR PRIOR SERVICES

Construction Manager waives and releases County from any obligation or liability for payment of money or compensation for services, of any kind, performed and for costs or expenses, of any kind, incurred, prior to the Effective Date.

5.6 DISPUTES

If a good faith dispute arises as to whether a service is Basic Services or Additional Services or whether an expense is reimbursable as a Reimbursable Expense, Construction Manager will nevertheless promptly perform such service and pay such expense, if requested to do so by County in writing, pending resolution of such dispute. Neither County's request, Construction Manager's performance nor County's payment therefor or thereof will constitute a waiver on the part of County or Construction Manager of their respective rights or defenses with respect to the appropriate classification of such service or expense, which rights and defenses shall remain subject to determination in accordance with Article 11, below.

5.7 NO WAIVER OR RELEASE OF RIGHTS

Neither authorization nor payment by County of any amount for Basic Services, Additional Services or Reimbursable Expenses shall be interpreted as a waiver, release or settlement of any rights or claims that County may have: (1) for Losses resulting from the fault, negligence or willful misconduct of the Construction Manager or its Subconsultants or the breach by Construction Manager of an obligation under this Agreement; or (2) to recoup and recover from Construction Manager amounts paid by County that were not in fact due and owing to Construction Manager under the terms of this Agreement at the time they were paid.

ARTICLE 6 PAYMENTS TO CONSTRUCTION MANAGER

ProWest PCM, Inc. & County of Riverside – Riverside/Probation Building Remodel Project - FM08240003992

6.1 INVOICES FOR PAYMENT

On the 1st day of each month, Construction Manager shall submit to County an accurate and complete Invoice for Payment, using the Invoice for Payment Form - Exhibit "I" attached hereto, signed by Construction Manager and requesting payment for the preceding thirty (30) Day period, which is prepared in accordance with the following requirements:

6.1.1 Basic Services Fees. Amounts included by Construction Manager in its Invoices for Payments for Basic Services Fees on account of Basic Services or any portion of Basic Services for which a Fixed Basic Services Fee or a Maximum Hourly Fee has been agreed to in Section 5.1, above, shall not exceed a prorated portion of the agreed Basic Services Fees based on the product of (1) the percentage of completion of such Basic Services that has been actually achieved by Construction Manager, multiplied times (2) the agreed Fixed Basic Services Fee or Maximum Hourly Fee applicable to such Basic Services; and provided further, that where such Basic Services or portion of Basic Services are to be performed in Phases, such prorated portion shall be proportionate to and shall not exceed for any Phase of such Basic Services or portion of Basic Services, the percentage of such Basic Services Fees that is assigned to such Phase in the Payment Schedule - Exhibit "J" attached hereto.

6.1.2 Additional Services Fees. Construction Manager's Invoice for Payment shall include amounts for Additional Services Fees earned for the proper performance of Additional Services authorized pursuant to Article 3 and Article 5, above. Each item of Additional Services shall be separately itemized, in accordance with the following methods of calculation, as applicable:

.1 Lump Sum: If the agreed Additional Services Fees are based on a lump sum price, by taking the County's Good Faith Determination of the percentage of the Additional Services properly completed and multiplying that percentage times the agreed lump sum price for such Additional Services and subtracting therefrom payments previously made on account thereof.

.2 Hourly/Not-to-Exceed: If the Additional Services Fees are based on an hourly compensation, by taking the number of hours of Additional Services performed during the thirty (30) Day period covered by the Invoice for Payment and multiplying those hours times the applicable Hourly Rates for the personnel involved in providing such Additional Service; provided, however, that if the parties have agreed to a not-to-exceed amount for such Additional Services Fees, then under no circumstances shall the total of the amounts paid and payable by County for such Additional Services Fees at any time exceed a pro rated share of the agreed not-to-exceed amount for such Additional Services based on County's Good Faith Determination of the percentage of such Additional Services properly completed in accordance with this Agreement multiplied times the agreed not-to-exceed amount.

6.1.3 Reimbursable Expenses. Construction Manager's Invoice for Payment shall include amounts for authorized Reimbursable Expenses incurred and paid by Construction Manager during the thirty (30) Day period covered by the Invoice for Payment that have not been previously reimbursed by County. Reimbursable Expenses associated with Basic Services and Additional Services shall be separately itemized. Reimbursable Expenses for Additional Services shall be further separately itemized to correspond to the Additional Service for which they were incurred and paid.

6.2 PAYMENT SCHEDULE FOR BASIC SERVICES

The County's obligation for payment of Basic Services Fees for any Phase of Basic Services shall under no circumstances exceed a pro rated share of either the lump sum amount or Maximum Hourly Fee, as applicable, that County is obligated to pay for Basic Services Fees under Section 5.1, above. Such pro rated share shall be calculated based on the percentages assigned to each Phase of Basic Services in the Payment Schedule - Exhibit "J" attached hereto. In cases where only a portion of a Phase is

completed, the amount payable shall not exceed County's Good Faith Determination of the percentage of Basic Services completed within that Phase expressed as a separate percentage of the percentage of Basic Services allocated in the Payment Schedule to that Phase.

6.3 ACCOMPANYING DOCUMENTATION

Each Invoice for Payment shall be accompanied by the following:

6.3.1 in the case of Basic Services and Additional Services performed and compensated on an hourly (as opposed to lump sum fee) basis, detailed time summaries for Basic Services and Additional Services performed during the period of time covered by the Invoice for Payment that are broken down by time keeper, task and time expended (block billings are not permitted) and copies of all time sheets prepared by any time keeper who performed any part of the Basic Services and Additional Services that are the subject of the Invoice for Payment and that reflect or record such Basic Services and Additional Services;

6.3.2 copies each of the invoices, receipts and other documentation verifying the amounts of Reimbursable Expenses for which reimbursement is sought in the Invoice for Payment, along with a tally of all Reimbursable Expenses requested in the Invoice for Payment the sum of which totals the total amount of Reimbursable Expenses for which reimbursement is sought by Construction Manager in the Invoice for Payment;

6.3.3 conditional waivers and releases of stop notice and bond rights executed by Construction Manager and its Subconsultants, of every Tier, using the Release Forms - Exhibit "K" attached hereto, conditionally releasing to the fullest extent allowable by Applicable Laws all stop notice and bond rights for all services performed and costs incurred during the period of time covered by the then-current Invoice for Payment;

6.3.4 unconditional waivers and releases of stop notice and bond rights executed by Construction Manager and its Subconsultants, of every Tier, using the Release Forms - Exhibit "K" attached hereto unconditionally releasing to the fullest extent allowable by Applicable Laws all stop notice and bond rights for all services performed and costs incurred during the period of time covered by the Invoice for Payment immediately preceding the current, pending Invoice for Payment; and

6.3.5 such other documentation substantiating Construction Manager's or its Subconsultants' charges or time as may be reasonably requested by County.

6.4 REVIEW AND PAYMENT

6.4.1 Review by County. County shall, within fourteen (14) Days after receipt of an Invoice for Payment prepared and submitted in accordance with this Agreement, notify Construction Manager if the Invoice for Payment is approved or rejected, in whole or in part, along with an explanation of the reason(s) for any disapproval.

6.4.2 Payment by County. Payment of undisputed amounts included in an Invoice for Payment prepared and submitted in accordance with this Agreement shall be made by County monthly within thirty (30) Days after receipt by County of the Invoice for Payment requesting payment that is prepared and submitted in accordance with this Agreement.

6.5 PAYMENT DISPUTES

Without limitation to County's rights under Section 6.6, below, in the event there is a good faith dispute over a request for payment included in an Invoice for Payment, County shall have the right to either: (1) make all or part of such disputed payment to Construction Manager without prejudice to County's right to contest the amount so paid; or (2) withhold only the amount of such payment as to which County makes a Good Faith Determination that there is a dispute and provide to Construction Manager written notice of the reason(s) for such withholding. County and Construction Manager shall use their good faith efforts to attempt to resolve their dispute as quickly as practicable under the circumstances. Construction Manager shall not be entitled to terminate this Agreement or suspend performance of its services hereunder on account of such nonpayment provided that County makes payment of all undisputed sums. If County chooses to withhold payments under Clause (2) of this Section 6.5 and if it is determined subsequently that County's withholding was wrongful, County shall pay such amount to Construction Manager plus interest at the Interest Rate from and after the date that County defaulted in the performance of its payment obligation under this Agreement. If County chooses to proceed under Clause (1) of this Section 6.5 and it is subsequently determined that County overpaid Construction Manager, Construction Manager shall refund to County the amount of such payment plus accrued interest computed at the Interest Rate from the date of such overpayment until refunded.

6.6 WITHHOLDING BY COUNTY

County shall have the right, after written notice to Construction Manager, to withhold from payment to Construction Manager 150% of the amount of any Loss resulting or threatened as a result of the negligence, willful misconduct or violation of Applicable Laws by Construction Manager or a Subconsultant or a failure by Construction Manager to perform an obligation under this Agreement. Such withholding shall not constitute a final determination or waiver of any rights or liabilities of County or Construction Manager with respect to responsibility for such Loss, which rights and liabilities shall remain subject to determination in accordance with Article 11 of this Agreement. The foregoing right of withholding is in addition to, and not a limitation upon, the County's other rights and remedies provided for under this Agreement or Applicable Laws.

6.7 LIENS, STOP NOTICES, CLAIMS

Except as otherwise provided herein, Construction Manager shall not permit to be created or to remain undischarged any lien, encumbrance, stop notice, claim or charge (collectively, "lien") which arises out of, or relates to, the provision by Construction Manager or its Subconsultants of any services or things under this Agreement upon the property of County, the construction fund of County, or the income from any such property or construction fund, or any part thereof, or to suffer any other matter or thing whereby the estate, rights and interest of County in the Project property or construction fund, or any part thereof, might be impaired. If any such lien is filed, then within thirty (30) Days after notice of filing thereof Construction Manager shall cause the same to be fully discharged of record, released and removed by any lawful means available, such as, but not limited to, payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Construction Manager shall fail to cause such lien to be so discharged within the period aforesaid, then, in addition to any other right or remedy, County may, but shall not be obligated to, discharge the lien by any means, including, but not limited to, withholding amounts pursuant to Section 6.6, above, paying the amounts claimed to be due (including, without limitation, interest and attorney's fees claimed due), bonding or any other means that County determines, in its sole and absolute discretion, appropriate. Any Loss incurred by County as a result of Construction Manager's failure to comply with its obligations under this Section 6.7 shall be paid by Construction Manager to County on demand. Construction Manager shall be excused from its obligations under this Section 6.7 with respect to, but only to the extent of, amounts included in a lien that are unpaid to the claimant upon the lien as the

direct result of County's breach of its payment obligations related to that lien to Construction Manager under this Agreement.

ARTICLE 7 RECORDS AND FILES

7.1 FINANCIAL MANAGEMENT

Construction Manager shall set up and exercise accounting and control systems for the proper financial management of its performance under this Agreement that are satisfactory to County, comply with the prevailing custom and practice for similar projects and afford County the ability to verify all charges and duplicate all calculations made by the Construction Manager and Subconsultants.

7.2 RECORD KEEPING

7.2.1 Books and Records. Construction Manager shall keep full and detailed books and records concerning the Project, including, without limitation, all documents (including, all hard copies and computer readable data, if it exists) that comprise or relate or refer to any of the following: (1) agreements, contracts, proposals, commitments, invoices, billings, statements, receipts, checks, certificates, releases, waivers, plans, specifications, notes, schedules, reports, studies, test data, approvals, permits, applications, diaries, logs, photographs, videos, shop drawings, samples, product data, job reports, change orders, field orders, directives, orders, bulletins, transmittals, requests for information, addenda, receipts, vouchers, correspondence, memoranda, messages, minutes, accounting records, job files, settlement agreements, and general ledgers; (2) any charge, cost or expense for which Construction Manager seeks reimbursement or payment by County as part of any Invoice for Payment, Claim or other demand; and (3) any other documents that County, in its reasonable judgment, deems relevant to the Project.

7.2.2 Maintenance and Retention. Construction Manager shall at all times maintain such books and records in an organized and systematic form that allows for reasonably easy access and review and shall retain and preserve such books and records for a period of ten (10) years after the later of either final payment to Construction Manager under this Agreement or Final Completion of the Project, or for such longer period as may be required by Applicable Laws.

7.3 INSPECTION, PRODUCTION AND AUDITING

Construction Manager shall allow County and the auditor for the State of California (and their respective authorized representatives, auditors, and attorneys), not later than the third business day after written notice to Construction Manager, full access at Construction Manager's offices nearest to the Project to inspect, audit and copy any or all of Construction Manager's books and records as described in Section 7.2, above. Construction Manager shall, at Construction Manager's Own Expense, furnish facilities and staff assistance for, and cooperate fully with, such inspection or audit. Audits by the County and the auditor for the State of California may be conducted jointly or separately. Upon request, Construction Manager shall provide reproducible copies of such books and records for reproduction by or on behalf of the person conducting the audit. Except as otherwise provided in Section 7.4, below, such reproduction shall be at the expense of the entity conducting the audit. The audit rights provided for under this Section 7.3 may be exercised at any time, and as often, before or after Final Completion, as County or the auditor for the State of California deems, in its sole and absolute discretion, necessary.

7.4 NONCOMPLIANCE BY CONSTRUCTION MANAGER

7.4.1 Cost of Audit. If an inspection or audit pursuant to Section 7.3, above, discloses that

any amount (other than amounts permitted under the terms of this Agreement to be charged by Construction Manager as lump or fixed fee charges) cannot be verified due to a failure by Construction Manager or any Subconsultant to comply with this Article 7, has been improperly, inaccurately or excessively charged to County by Construction Manager or any Subconsultant or has been overpaid by County, and if the total of such amounts for any calendar year audited is five percent (5%) or more of the total amount (exclusive of amounts permitted under the terms of this Agreement to be charged by Construction Manager as lump or fixed fee charges) invoiced to County during such year, then Construction Manager shall pay, at Construction Manager's Own Expense, 100% of the actual cost to County and/or the State of California of such inspection or audit and any resulting report. If such inspection, audit or report is by County using in-house staff, then such actual cost to County shall be computed on the basis of two (2) times the direct payroll of the staff completing such inspection, audit or report.

7.4.2 County Remedies. Without limitation to any of County's rights or remedies for recovery or withholding of any amounts from Construction Manager as may be permitted by Applicable Laws or elsewhere in this Section 7.4 or this Agreement, if an inspection or audit pursuant to Section 7.3, above, discloses that an amount has been overpaid by County, then County shall have the right to withhold such amount from any payments due to Construction Manager or if no payments are due Construction Manager shall immediately reimburse such amount to County. Amounts overpaid by County shall earn interest at the Interest Rate from the date of overpayment until the date reimbursed by Construction Manager to County.

7.4.3 Withholding. In addition, and without limitation upon any of the other provisions for withholding of payment that are set forth in this Section 7.4 or elsewhere in this Agreement, County shall have the right to withhold from any payment to Construction Manager an additional sum of up to ten percent (10%) of any amount of Construction Management Fee claimed due by Construction Manager until (other than amounts permitted to be charged by Construction Manager as lump or fixed fee charges) Construction Manager has fully complied with any outstanding and unsatisfied request for performance by Construction Manager of any obligation under this Article 7. Upon Construction Manager's full compliance, such sum withheld under this Paragraph 7.4.3 shall be released to Construction Manager.

7.4.4 Legal Proceedings. Construction Manager's compliance with the requirements of this Article 7 shall be a condition precedent to maintenance by Construction Manager of any legal action or arbitration against County relating to Construction Manager's or County's performance under or related to this Agreement.

7.5 SUBCONSULTANTS

Construction Manager shall ensure that the provisions of this Article 7 are included in all contracts entered into by Subconsultants, of every Tier, who perform services for the Project; provided, however, that Construction Manager shall have the right to limit the scope of a Construction Manager's obligation to allow for inspection or audit of books and records concerning actual costs of performance to costs that are related to: (1) costs of Subconsultant's administering its performance under its contract with Construction Manager for the Project; (2) services that are performed on an hourly or cost reimbursement basis; (3) Additional Services; (3) cost or expenses that are payable on a reimbursement basis; and (4) Claims.

**ARTICLE 8
DEFAULT, TERMINATION, SUSPENSION**

8.1 TERMINATION BY COUNTY FOR CAUSE

8.1.1 Default by Construction Manager. Construction Manager shall cure any default in performance of its obligations under this Agreement within two (2) Days after receipt of written notice from County; provided, however, that if the breach cannot reasonably be cured within such time, then Construction Manager will commence to cure the breach within two (2) Days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) Days after receipt of such written notice. Nothing herein shall be interpreted as obligating County to give an opportunity to cure in the case of an emergency or if the default is of the type that County determines, in good faith, cannot be cured, or cannot be fully cured, within the time periods set forth in this Section 8.1.

8.1.2 Remedies Upon Default. In the event of any default by Construction Manager, including, without limitation, a default that Construction Manager fails to cure within the time periods set forth in Paragraph 8.1.1, above, then County may by written notice to Construction Manager, effective upon Construction Manager's receipt of such notice or upon such later date as may be set forth in such notice, pursue any remedies available under Applicable Laws, including, without limitation, the following:

.1 Take-Over. County may, without terminating this Agreement, terminate or discontinue the Construction Manager's performance and delete, take over or arrange for performance by others of some or all of the Basic Services and Additional Services, reserving to itself all rights to recover all Losses, including, without limitation, any Losses related thereto.

.2 Termination. County may terminate this Agreement upon written notice, reserving to itself all rights to recover all Losses, including, without limitation, all Losses related thereto.

8.1.3 Rights Cumulative. All of County's rights and remedies under this Agreement are cumulative and shall be in addition to those rights and remedies available under Applicable Laws. No termination or other action taken by County after exercise of its rights under this Article 8 shall prejudice any other rights or remedies of County provided by Applicable Laws or by this Agreement.

8.1.4 Disability, Insolvency. In addition to the other rights granted to County under this Agreement or Applicable Laws, County shall have the right to terminate this Agreement for default by giving seven (7) days written notice to Construction Manager, if: (1) Construction Manager is an individual and should die or be adjudged incompetent; (2) Construction Manager attempts to assign this Agreement; (3) a petition of bankruptcy is filed by Construction Manager or Construction Manager is adjudicated or admitted to be a bankrupt in connection with an involuntary petition of bankruptcy filed against Construction Manager; (4) Construction Manager should make a general assignment for the benefit of creditors; or (5) a receiver should be appointed on account of Construction Manager's insolvency.

8.1.5 Construction Manager Obligations. Upon Construction Manager's receipt from County of notice of County's exercise of any of its rights under Paragraph 8.1.2, above, Construction Manager shall, unless the notice directs otherwise, do the following:

.1 immediately discontinue the performance of Basic Services and Additional Services to the extent specified in the notice;

.2 provide to County a description, in writing, no later than seven (7) Work Days after receipt of the notice of termination, of all contracts with Subconsultants that are outstanding,

including, without limitation, with respect to each such contract separately, the terms of the original price, payments made to date, the balance owing, the status of the services performed and any outstanding withholding of funds or default, and a copy of the contract and any written changes, amendments or modifications thereto, together with such other information as County may determine necessary in order to decide whether it is in County's best interests to accept assignment of, or request Construction Manager to terminate, the contract; and

.3 thereafter only perform such Basic Services and Additional Services as may be necessary to complete the portion of the Basic Services and Additional Services not terminated, taken over or discontinued.

8.1.6 Completion by County. In the event County exercises its rights under Paragraph 8.1.2, above, County shall have the further right, without releasing Construction Manager from liability for failure to fulfill this Agreement, to proceed to complete the Basic Services and Additional Services by any means that County determines is expedient and withhold all or a portion of the monies, if any, owing to Construction Manager until County has completed such Basic Services and Additional Services.

8.1.7 Payment to Construction Manager.

.1 **Terminated Services.** With respect to any or all Basic Services and Additional Services that are terminated, discontinued or taken over by County pursuant to an exercise by County of its rights under Paragraph 8.1.2, above, and without limitation to County's other rights under this Agreement or Applicable Laws: (1) if the Losses to County, whether incurred or threatened, arising out of any default by Construction Manager (whether or not such default was the subject of the County's notice of default) or County's exercise of its remedies for default by Construction Manager, exceed the amount of Basic Services Compensation and Additional Services Compensation calculated pursuant to Sections 6.1 and 6.2, above, that was earned by Construction Manager for such Basic Services and Additional Services performed up to, and not beyond, the effective date of such termination, discontinuance or take over by County, then Construction Manager shall be liable to County for the difference and shall promptly remit same to County; or (2) if the sum of such Losses is less than the amount of such Basic Services Compensation and Additional Services Compensation, then County shall pay the difference to Construction Manager within forty-five (45) Days after receipt by County of an Invoice for Payment prepared in accordance with this Section 8.1 and Sections 6.1 through 6.3, above, requesting payment of such Basic Services Compensation and Additional Services Compensation.

.2 **Continuing Services.** In the event of a partial termination, discontinuance or take over by County pursuant to an exercise by County of its rights under Paragraph 8.1.2, above, and without limitation to County's other rights under this Agreement or Applicable Laws: (1) with respect to that portion of Basic Services or Additional Services that is not terminated, discontinued or taken over by County, County shall make a Good Faith Determination of an adjustment in the Basic Services Compensation and Additional Services Compensation under this Agreement to reflect the reduction in the scope of Basic Services and Additional Services remaining to be performed by Construction Manager; and (2) Construction Manager shall continue performance of such Basic Services and Additional Services and shall be paid by County therefor in accordance with the terms of this Agreement.

.3 **Conversion.** In the event a termination, discontinuance or take over by County for cause pursuant to this Section 8.1 is determined to be wrongful, Construction Manager's right to payment or recovery shall be governed by the provisions of Subparagraphs 8.2.2.1 through 8.2.2.3, below, in lieu of any other rights, remedies or recovery provided for by Applicable Laws.

8.2 TERMINATION WITHOUT CAUSE

8.2.1 Termination for Convenience. Upon at least three (3) Days' written notice to Construction Manager prior to the effective date of an exercise of a right under this Section 8.2, County shall have the right, in its sole and absolute discretion and without cause and for its convenience, to terminate, discontinue or take over all or any portion of this Agreement or Construction Manager's performance under this Agreement. Upon receiving such notice, Construction Manager shall, unless the notice directs otherwise, take the actions required by Paragraph 8.1.5, above.

8.2.2 Payment to Construction Manager.

.1 Terminated Services. With respect to any or all Basic Services and Additional Services that are terminated, discontinued or taken over by County pursuant to Paragraph 8.2.1, above, Construction Manager shall, within seven (7) Days after exercise by County of a right to terminate, discontinue or take over pursuant to Paragraph 8.2.1, above, submit to County an Invoice for Payment prepared in accordance with Sections 6.1 through 6.3, above, for the amount of Basic Services Compensation and Additional Services Compensation that was earned by Construction Manager for such Basic Services and Additional Services performed up to, and not beyond, the effective date of such termination, discontinuance or take over by County. Without limitation to County's rights under Sections 6.5 and 6.6, above, within forty-five (45) Days after receipt by County of an Invoice for Payment prepared in accordance with this Section 8.2, County shall pay to Construction Manager the amount, if any, owing to Construction Manager under this Paragraph 8.2.2.

.2 Continuing Services. In the event of a partial termination, discontinuance or take over by County pursuant to an exercise by County of its rights under Paragraph 8.2.1, above, and without limitation to County's other rights under this Agreement or Applicable Laws: (1) with respect to that portion of Basic Services or Additional Services that is not terminated, discontinued or taken over by County, County shall make a Good Faith Determination of an adjustment in the Basic Services Compensation and Additional Services Compensation under this Agreement to reflect the reduction in the scope of Basic Services and Additional Services remaining to be performed by Construction Manager; and (2) Construction Manager shall continue performance of such Basic Services and Additional Services and shall be paid by County therefor in accordance with the terms of this Agreement.

.3 Exclusive Remedy. Construction Manager agrees to accept the payments provided for under this Paragraph 8.2.2 as its sole and exclusive right and remedy in lieu of all other rights and claims that Construction Manager may have under this Agreement or Applicable Laws for recovery of Losses caused or claimed to be caused by County's termination, discontinuance or take over of this Agreement, including, without limitation, Losses associated with lost profits, lost opportunity, and other consequential damages.

8.3 SUSPENSION BY COUNTY

County shall have the right to order, in writing, a suspension of performance of all services by Construction Manager without cause and for County's convenience. If services are entirely suspended by written order of County for a continuous period of more than sixty (60) consecutive Days, and such suspension is not due to a breach of this Agreement by Construction Manager or the negligence, willful misconduct or violation of an Applicable Law by Construction Manager or a Subconsultant, and if County thereafter requests in writing that Construction Manager resume performance following such suspension, then Construction Manager shall be entitled to payment as additional compensation of any unavoidable direct, out-of-pocket costs payable by Construction Manager or Subconsultants to third-party vendors of supplies as a result of such suspension. No other adjustment to Construction Manager's compensation and no other recovery by Construction Manager or any Subconsultant of Losses associated with such

suspension shall be permitted.

8.4 TERMINATION BY CONSTRUCTION MANAGER

8.4.1 Construction Manager's Remedies. If County fails within the applicable time period for payment provided for in Article 6, above, to make payment of sums that are not in good faith disputed by County and fails to cure such failure within thirty (30) Days after receipt of written notice of nonpayment from Construction Manager, then, upon an additional ten (10) Days' written notice to County of intent to terminate, Construction Manager may terminate this Agreement. The foregoing constitutes the Construction Manager's sole and exclusive right to terminate this Agreement for any reason, including, but not limited to, any breach by County.

8.4.2 Payment to Construction Manager. In the event of a termination by Construction Manager pursuant to this Section 8.4, Construction Manager's right to further payment or recovery shall be governed by the provisions of Subparagraphs 8.2.2.1 through 8.2.2.3, above, in lieu of any other rights, remedies or recovery provided for by Applicable Laws.

ARTICLE 9 INDEMNIFICATION

9.1 INDEMNIFICATION BY CONSTRUCTION MANAGER

9.1.1 Indemnification Obligation. To the fullest extent permitted by Applicable Laws, Construction Manager agrees to defend (through legal counsel reasonably acceptable to County), indemnify, and hold harmless County, Board of Supervisors, and each of their respective members, officers, employees, agents, and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting negligence, breach of contract or willful misconduct on the part of Construction Manager or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder, regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Construction Manager to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 9.1.2, below.

9.1.2 Limitations on Indemnity Obligation. Without affecting the rights of County under any other provision of this Agreement, Construction Manager shall not be required to indemnify or hold harmless an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of Construction Manager and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

9.1.3 Subconsultant Indemnity Agreements. Construction Manager agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section 9.1 from each and every Subconsultant, of every Tier.

9.1.4 No Limitation by Insurance. Construction Manager's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

9.1.5 Enforcement. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification

under this Agreement.

ARTICLE 10 INSURANCE

10.1 CONSTRUCTION MANAGER'S INSURANCE

10.1.1 Required Coverages. Prior to the commencement of any services, Construction Manager shall, at its own expense, purchase from, and maintain with, a company or companies lawfully authorized and approved by Governmental Authorities to do business in the jurisdiction in which the Project is located and having an A.M. Best Company rating of no less than A:80, the insurance coverages set forth in this Section 10.1, which coverages shall remain in force throughout Construction Manager's performance of this Agreement and for such longer periods as may be required by this Agreement, unless such requirements are waived, in writing, by the County's Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term after which full compliance with this Section 10.1 shall be required. Except as otherwise expressly provided in this Section 10.1, such policies and coverages shall, without limitation, protect Construction Manager from claims which may arise out of, or result from, the Construction Manager's performance of this Agreement, whether such performance be by itself or by any Subconsultant, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and shall comply with the following requirements:

.1 Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG20101185 (Form B) or ISO Comprehensive General Liability "occurrence" form acceptable to the County with the Broad Form Comprehensive General Liability Endorsement GLO404 (with no Property Damage Liability exclusions pertaining to loss by explosion, collapse or underground damage), including, without limitation, coverage for bodily injury, sickness, disease, or death of any person, injury to, or destruction of tangible property, including loss of use resulting therefrom, blanket contractual liability coverage (including, without limitation, coverage for the Construction Manager's indemnification obligations set forth in Article 9, above), and including an endorsement amending the aggregate limits to apply on a per location or per project basis, with limits of liability coverages of no less than the following amounts:

\$2,000,000	General Aggregate (Other Than Products-Completed Operations)
\$2,000,000	Products-Completed Operations Aggregate Limit for a period of five (5) years following Final Completion and Acceptance of the Project
\$1,000,000	Personal and Advertising Injury Limit
\$1,000,000	Per Occurrence Limit

.2 Professional Liability insurance, issued on a "claims made" basis, with limits of liability coverage in the amounts of no less than the following: (1) if the Basic Services Compensation is \$5 million or less: \$1,000,000 per claim and \$1,000,000 in the annual aggregate; (2) if the Basic Services Compensation is over \$5 million and \$10 million or less: \$2,000,000 per claim and \$2,000,000 in the annual aggregate; and (3) if the Basic Services Compensation is over \$10 million: \$3,000,000 per claim and \$3,000,000 in the annual aggregate. Such policy shall provide coverage (including, without limitation, all costs and expenses resulting from the investigation and defense of any claim) for damages from claims for bodily injury or property damage to County or to any third party (including, without limitation, loss of use of damaged and non-damaged property) due to any breach of duty in the performance of professional services. Professional liability coverage shall have an inception date or a retroactive date coinciding with, or prior to, the date of execution of this Agreement or the date of first performance of any services under this Agreement, whichever date is earlier, and coverage shall continue uninterrupted until five (5) years after Final Completion and Acceptance of the entire Project. Coverage for such post-

completion period may be provided by renewal or replacement of the policy for each of five (5) years or by a five-year extended reporting period endorsement that reinstates the aggregate limit for the extended reporting period. Renewal or replacement policies shall not allow for any advancement of the retroactive date. Any deductible or self-insured retention under the foregoing professional liability policy shall not, except with the approval of County granted or withheld in the County's sole and absolute discretion, exceed \$100,000.

.3 Motor Vehicle Liability insurance issued on an ISO Business Auto Coverage form, including Symbol 1, acceptable to the County with limits of liability coverage of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage for all owned, hired, and non-owned vehicles.

.4 Workers' Compensation insurance (Coverage A) as prescribed by the laws of the State of California. The Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits of not less than \$1,000,000 per person per accident and shall provide a Borrowed Servant/Alternate Employer Endorsement.

10.1.2 Notice of Cancellation. Each policy of insurance shall: (1) be in a form, and with insurers, satisfactory to County; (2) incorporate such endorsements as County may reasonably request; and (3) provide for thirty (30) Days' advance notice to County of non-renewal, material change, cancellation, or potential exhaustion of aggregate limits.

10.1.3 Additional Insureds. Construction Manager shall have the following named as Additional Insureds by means of endorsement to its General Liability, Excess (or Umbrella) Liability, and Motor Vehicle Liability policies: (1) the Indemnitees; (2) the persons or entities listed in the Additional Insureds List - Exhibit "L" attached hereto; and (3) all subsidiary companies, corporations, entities, joint ventures, LLC's, or partnerships that are owned, managed or controlled by the entities listed in Clauses (1) or (2) of this Paragraph 10.1.3. Such coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. The "Insured" clause covering Additional Insureds shall: (a) be no more restrictive than the coverage afforded by ISO 2010 11/85 edition; (b) state that the coverage provided to the Additional Insureds is primary and non-contributing with any other insurance available to the Additional Insureds; and (c) require a waiver of subrogation in favor of all Additional Insureds.

10.1.4 Self Insured Retentions. Policies of insurance for the coverages described in Paragraph 10.1.1, above, with the sole exception of professional liability insurance, shall not have self insured retentions which exceed \$10,000 per occurrence. All deductibles and self insured retentions on insurance required to be obtained by Construction Manager under this Agreement shall be borne by Construction Manager at its sole expense and without reimbursement by County.

10.1.5 Certificates of Insurance. Prior to the commencement of any services under this Agreement, and at any time thereafter upon County's request during the term of this Agreement, Construction Manager shall provide County with written evidence of the required coverages in the form of certificates of insurance with the applicable endorsements (including, without limitation, an endorsement confirming coverage for the Additional Insureds) attached or copies of the policies. County reserves the right to require complete, certified copies of all required insurance policies at any time, including endorsements providing the coverages required by this Agreement.

10.1.6 Waiver of Subrogation. For Commercial General Liability and Workers' Compensation insurance, the insurer shall agree to waive all rights of subrogation against the Additional Insureds for Losses arising from activities and operations of an insured in the performance of services under this Agreement.

10.1.7 Lapse in Coverage. If Construction Manager or any Subconsultant, for any reason, fails to maintain any insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. County, at its sole option, may thereupon terminate this Agreement and obtain damages from Construction Manager resulting from said breach. Alternatively, County may purchase such coverage (but has no obligation to do so) and, without further notice to Construction Manager, may deduct from sums due to Construction Manager any premium costs advanced by County for such insurance.

10.1.8 Subconsultants. Except as otherwise stated in Subconsultant Insurance Requirements - Exhibit "M" attached hereto, Subconsultants shall be required to maintain insurance on the same terms and with the same coverages as required of Construction Manager under this Agreement.

ARTICLE 11 DISPUTE RESOLUTION

11.1 RESOLUTION OF DISPUTES

Disputes between County and Construction Manager shall be resolved by an attempt at non-binding mediation. If non-binding mediation is not successful, then disputes shall be resolved by way of an action filed in the Superior Court of the State of California, in and for the County of Riverside.

11.2 GOOD FAITH DETERMINATIONS

Wherever in this Agreement it is provided that the County may or shall make a determination or decision in the exercise of good faith (including, without limitation, provisions in this Agreement calling for a Good Faith Determination), any such determination or decision that the person exercising such right on behalf of County believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so, shall be complied with by Construction Manager without Delay to Construction Manager's performance under this Agreement. However, unless this Agreement expressly provides otherwise, neither such good faith determination or decision nor Construction Manager's compliance therewith shall be interpreted as precluding the Construction Manager from exercising its rights to seek adjudication of its rights in the manner permitted by this Agreement or Applicable Laws.

11.3 ATTORNEY'S FEES

If any legal action is brought in connection with, or related to, the interpretation, performance, or enforcement of this Agreement, including, but not limited to, an action to rescind this Agreement, the prevailing party therein shall be entitled to recover from the other party the prevailing party's actual costs, expenses, and attorneys' fees at trial, and on appeal, including, without limitation, a sum for time expended by in-house attorneys and paralegals. The determination of the "prevailing party" shall be based upon the party who prevails upon the matters actually litigated and shall not be determined solely based on which party receives a net monetary recovery.

ARTICLE 12 ROYALTIES, PATENTS, COPYRIGHTS AND TRADE SECRETS

12.1 ROYALTIES

Construction Manager shall pay all royalties and license fees in connection with its performance of this Agreement. Compensation for such royalties and fees is included in Construction Manager's Basic Services Compensation and shall not be separately reimbursed.

12.2 INFRINGEMENT

Construction Manager shall not infringe any United States patent, copyright, trade secret, or other proprietary right for or in any work of authorship, material, product, or any other form of intellectual property, or any part thereof (including, without limitation, software, hardware, service, design or equipment), used or furnished in connection with this Agreement.

12.3 NOTICE BY CONSTRUCTION MANAGER

In those instances where Construction Manager has reason to believe that a particular design, process, or product of one or more manufacturers that Construction Manager is directed to use by County would infringe upon any of the rights listed in Section 12.2, above, Construction Manager shall immediately notify County of its belief and the reasons therefor in writing.

ARTICLE 13 MISCELLANEOUS

13.1 GOVERNING LAW

This Agreement shall, without regard to the law of conflicts of laws that may otherwise call for application of the laws of a different jurisdiction, be governed by the laws of the State of California.

13.2 HAZARDOUS SUBSTANCES

13.2.1 Introduction by Construction Manager. Construction Manager and its Subconsultants shall not cause or knowingly permit, or include in its Design Documents any provision allowing for, any Hazardous Substances to be deposited, stored, disposed, placed, generated, manufactured, buried, refined, transported, treated, discharged, handled, or located on the Site or in Existing Improvements, except as may be specifically authorized in writing by County; provided, however, that Hazardous Substances may be specified for temporary use or storage where reasonably required for, and in quantities appropriate to, the performance of the Work and where the use and storage of such Hazardous Substances is permitted by, and specified to be performed in conformity with, Applicable Laws. Should Construction Manager or a Subconsultant violate the foregoing obligation, Construction Manager shall at its own expense and without limitation to County's other rights or remedies for default immediately: (1) inform County in writing of such event; (2) advise County with respect to any release reporting or notification requirement that may apply as a result of such event; (3) assist County in complying with any such reporting or notification requirement as determined by County; and (4) perform any investigation, remediation, removal, or other response that is necessary or desirable in order to abate or clean up the condition resulting from such event, to the full satisfaction of County and any applicable Governmental Authority. Such Hazardous Substances shall be removed and properly disposed of as soon as they can be accepted at an appropriate disposal facility, and in no event later than sixty (60) Days after such waste is generated, unless a longer time is approved by County.

13.2.2 Existing Hazardous Substances. Construction Manager recognizes that Hazardous Substances may exist at or beneath the ground at the Site and that certain waste materials, such as, but not limited to, drill cuttings and drilling fluids, must be handled as if contaminated until a determination as to whether they are Hazardous Substances is made. If the Construction Manager's Basic Services do not include the investigation or assessment of environmental conditions or Hazardous Substances, then in the event Construction Manager or its Subconsultants encounter materials existing or otherwise present at the Site that are reasonably believed to be Hazardous Substances that have not been rendered harmless, Construction Manager and/or Subconsultant shall report the condition to County in writing and County shall be solely responsible for arranging for and paying the costs lawfully to transport, store, treat,

recycle, dispose of, or otherwise handle the Hazardous Substances present at the Site. If the Construction Manager's Basic Services include the investigation or assessment of environmental conditions or Hazardous Substances, then Construction Manager shall: (1) promptly make a determination whether the materials encountered are Hazardous Substances; (2) promptly advise County of the options and costs for handling, storing and disposing of such materials (whether they are Hazardous Substances or not); (3) appropriately handle, contain and label such materials as are Hazardous Substances in accordance with Applicable Laws; (4) promptly inform County that such handling, containerization and labeling have been performed; and (5) leave the containers on Site in an appropriate designated location for lawful storage and disposal by County. County shall be solely responsible for arranging for and paying the costs to lawfully transport, store, treat, recycle, dispose of or otherwise handle Hazardous Substances generated by Construction Manager's proper performance of its professional services. Should the proper and lawful transportation and disposal of any such materials be required, Construction Manager's responsibilities shall be limited to preparing manifests or related documents for execution by County. In this regard, County shall sign all manifests and bills of lading, and approve similar documents, including subcontracts for disposal activities, that identify County as the generator/owner of any hazardous or contaminated material that is removed from the Site. County shall be solely responsible for notifying all appropriate federal, state, local or other governmental agencies of the existence of any Hazardous Substances on or about the Site or discovered during performance of this Agreement; no such notice shall be given by Construction Manager without prior discussion and approval by County.

13.3 NO WAIVER

A waiver, by either party to this Agreement, of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character. County's approval, acceptance or use of, or payment for, any or part of Construction Manager's services shall not in any way alter Construction Manager's obligations, or waive any of County's rights, under this Agreement.

13.4 NO THIRD-PARTY RIGHTS

Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right or obligation created by this Agreement or by operation of Applicable Laws.

13.5 EXTENT OF AGREEMENT

This Agreement represents the entire Agreement between County and Construction Manager for the furnishing of services to the Project, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instrument signed by both County and Construction Manager.

13.6 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon County and Construction Manager and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, nor any claim hereunder, may be assigned by Construction Manager without the prior written consent and approval of County, which may be granted or withheld in County's sole and absolute discretion. County's right and interest in, and any claim under, this Agreement may be assigned by County upon written notice to Construction Manager. County shall have no liability or responsibility to Construction Manager for payment for any services performed or cost incurred after the date of such assignment and notice thereof by County to Construction Manager.

13.7 CONFIDENTIALITY

The Construction Manager acknowledges that, in the course of the Construction Manager's employment and performance under this Agreement, the County may make available to the Construction Manager, and the Construction Manager may utilize and may participate in the creation of, proprietary and confidential information, including, without limitation, plans, specifications, projected and actual budgets, construction and development schedules, operating procedures, pricing data, transaction terms, Site-related information, studies (including survey, soil, environmental, structural, topographic and seismic) and other Project information (hereinafter collectively, "Proprietary Information"). The Construction Manager agrees on behalf of itself and its employees, officers, board members and its Subconsultants that all Proprietary Information shall be kept strictly confidential, with such confidentiality requirement to include without limitation the following covenants and obligations: (1) the Proprietary Information shall not be disclosed, either verbally or in writing, to a person or entity that is not related to the Project; (2) the Proprietary Information shall not be disclosed to any person or entity related to the Project other than County except to the extent that such disclosure is essential to the Construction Manager's performance of this Agreement or to the performance by a Project-related person or entity of its Project-related work, services or obligations; (3) Construction Manager shall not publicly reveal any Proprietary Information except to the extent that such disclosure is essential to the Construction Manager's performance of this Agreement or to the performance by a Project-related person or entity of its Project-related work, services or obligations; (4) subject to the provisions of Paragraph 1.7.7, above, Construction Manager shall return all Proprietary Information (including all copies made thereof) to County upon request and in any event within sixty (60) Days after termination or full performance of this Agreement; (5) Construction Manager shall not be deemed the author of any of the Proprietary Information and retains no Intellectual Property Rights in the Proprietary Information; (6) to the extent the Construction Manager provides any Proprietary Information to a Subconsultant, the Construction Manager shall be responsible for obtaining and enforcing a written agreement from each such Subconsultant pursuant to which such Subconsultant agrees to be bound by the terms of this Section 13.7; and (7) in the event that the Construction Manager or any Subconsultant is required, or becomes legally compelled, to disclose any of the Proprietary Information or take any other action prohibited hereby, the Construction Manager will provide County with prompt written notice so that the County may seek a protective order or other appropriate remedy and/or waive in writing compliance with the provisions of this Section 13.7. County shall have full recourse under Applicable Laws in enforcing this Section 13.7, including without limitation the right to seek specific performance and injunctive relief and recover all damages resulting from a violation hereof. Construction Manager shall instruct all of its employees of the foregoing confidentiality obligation.

13.8 INDEPENDENT CONTRACTOR

Construction Manager is and shall at all times remain, as to County, a wholly independent contractor. Neither County nor any of its agents shall have control over the conduct of Construction Manager or any of Construction Manager's officers, agents or employees, except as herein set forth. Construction Manager shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of County.

13.9 CONSTRUCTION MANAGER'S REPRESENTATIONS

Without limitation to any other covenants, agreements, or representations contained in this Agreement, Construction Manager warrants and represents that: (1) it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services and perform the obligations required by this Agreement; (2) it is authorized to do business in the State of California; and (3) Construction Manager holds such licenses, if any, that Construction Manager is required to hold in order to enter into this Agreement for performance of the services to be provided by Construction Manager pursuant to this Agreement.

13.10 SURVIVAL

The provisions of this Agreement which, by their nature, involve a right that is to be or may be exercised by or afforded to a party, or an act or obligation that is to be assumed or performed by a party, after the point in time that full performance or termination of this Agreement has occurred, including, without limitation, all provisions relating to warranties, defense and indemnification, confidentiality, audit, insurance, dispute resolution procedures, and ownership of documents, shall survive and remain in full force and effect after either full performance or termination of this Agreement.

13.11 SEVERABILITY

In the event a provision of this Agreement, or portion thereof, is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or portions shall not be affected, and such remaining provisions or portions shall be enforceable to the fullest extent allowable by Applicable Laws in order to give maximum legal force and effect to those provisions or portions that are not invalid, illegal or unenforceable.

13.12 INTERPRETATION

Construction Manager and County acknowledge that the terms of this Agreement have been mutually negotiated and, accordingly, shall not be interpreted against either County or Construction Manager on the basis that either party was solely responsible for or in control of the drafting of this Agreement.

13.13 ADVERTISING

Construction Manager may not use County's name or refer to County or the Project, directly or indirectly, in any promotional materials, advertisement, news release or release to any professional or trade publication without County's prior written approval, which may be granted or withheld in its sole and absolute discretion.

13.14 ELECTRONIC DOCUMENTS

In the event of any conflict between a document contained in an electronic file and the hard copy of such document maintained in the files of County or Construction Manager, the hard copy shall control.

13.15 COUNTERPARTS

This Agreement may be executed by wet signature in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together shall constitute the same agreement.

13.16 TITLES FOR CONVENIENCE

The table of contents and the headings of articles and paragraphs are for convenience only and shall not modify rights and obligations created by this Agreement.

13.17 NONDISCRIMINATION

Construction Manager shall comply, and cause its Subconsultants, of every Tier, to comply, with all requirements of Applicable Laws pertaining to equal opportunity employment and nondiscrimination, including, without limitation, those requirements prohibiting discrimination against or segregation of any person or group of persons on account of age, ancestry or national origin, color, creed, disability, gender,

marital status, race, religion or sexual orientation, nor shall Construction Manager permit any such practice prohibited by such requirements to take place in connection with the selection, location or number of consultants or vendors employed. Construction Manager shall include the provisions of this Section 13.18 in all contracts entered into with Subconsultants for performance of services provided for under this Agreement.

13.18 SERVICES PERFORMED BY CONSTRUCTION MANAGER OR AFFILIATES

The Construction Manager shall not enter into any subcontract, contract, agreement, purchase order, or other arrangement ("Arrangement") for the furnishing of any portion of the services provided for in this Agreement with any party or entity if such party or entity is an Affiliated Entity (as defined below), unless such Arrangement has been approved in writing by the County after full disclosure in writing by the Construction Manager to the County of such affiliation or relationship and all details relating to the proposed Arrangement. The term "Affiliated Entity" as used in this Section means any entity related to or affiliated with the Construction Manager or with respect to which the Construction Manager has direct or indirect ownership or control, including, without limitation: (1) any entity owned in whole or part by the Construction Manager; (2) if the Construction Manager is a corporation, any holder of more than 10% of the issued and outstanding shares of the Construction Manager; (3) if Construction Manager is not a corporation, any holder of an ownership interest in Construction Manager; or (4) any entity in which any officer, director, employee, partner, or shareholder (or member of the family of any of the foregoing persons) of the Construction Manager, or any entity owned by the Construction Manager, has a direct or indirect interest which interest includes, but is not limited to, that of a partner, employee, agent, or shareholder.

13.19 REBATES, KICKBACKS

Construction Manager represents and warrants that it has neither paid or agreed to pay, nor will it pay, any sums or any other consideration to any member of the Board of Supervisors or any other director, officer, employee, agent or other representative of County in connection with this Agreement or any services hereunder, nor has any such payment or agreement for payment been requested or solicited by any such member, director, officer, employee, agent or representative. Construction Manager hereby acknowledges that it understands that this representation and warrant constitute a material inducement upon which County is relying in entering into and performing this Agreement.

ARTICLE 14 NOTICES

14.1 DELIVERY AND ADDRESSES

14.1.1 Delivery. Any notice that is required by this Agreement shall be given as provided herein below. Electronic (i.e., e-mail) notice shall not be sufficient. All notices, demands, or requests to be given under this Agreement shall be given in writing and shall be conclusively deemed received as follows:

- .1 on the date delivered if delivered personally;
- .2 on the third (3rd) business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided;
- .3 on the date received if sent by facsimile transmission or overnight mail (such as, but not limited to, UPS, Fed Ex, or other similarly reputable private or public express carriers); and
- .4 on the date it is accepted or rejected if sent by certified mail.

14.1.2 Addresses. All notices, demands or requests required by this Agreement shall be addressed to the parties as follows:

To County at:

County of Riverside Economic Development Agency
3403 10th Street, 4th Floor
Riverside, CA 92501
Attention: Robert Field, Assistant CEO/EDA

With additional copies to:

County of Riverside Economic Development Agency
3403 10th Street, 4th Floor
Riverside, CA 92501
Attention: Charles Waltman, Deputy Director of Design & Construction

To Construction Manager at:

ProWest PCM, Inc.
22710 Palomar Street
Wildomar, CA 92595
Attention: Jeff Rising

14.2 CHANGE OF ADDRESS

In event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals by notice to the other party in writing.

**ARTICLE 15
EXHIBITS**

The following exhibits are attached hereto and incorporated in this Agreement by this reference as part of the terms of this Agreement:

<u>Exhibit "A"</u>	-	Description of Development Plan
<u>Exhibit "B"</u>	-	General Conditions of the Standard Form Construction Contract Between County and Contractor
<u>Exhibit "C"</u>	-	Hourly Rates Schedule
<u>Exhibit "D"</u>	-	Initial Program
<u>Exhibit "E"</u>	-	Key Personnel List
<u>Exhibit "F"</u>	-	Master Project Schedule
<u>Exhibit "G"</u>	-	Property Description
<u>Exhibit "H"</u>	-	Reimbursable Expenses Schedule
<u>Exhibit "I"</u>	-	Invoice for Payment Form
<u>Exhibit "J"</u>	-	Payment Schedule
<u>Exhibit "K"</u>	-	Release Forms
<u>Exhibit "L"</u>	-	Additional Insureds List
<u>Exhibit "M"</u>	-	Subconsultant Insurance Requirements
<u>Exhibit "N"</u>	-	Construction Manager's Staffing Fee Schedule
<u>Exhibit "O"</u>	-	Construction Manager's Subconsultant Services
<u>Exhibit "P"</u>	-	Preconstruction Scope of Services Breakdown

In the event of a conflict between the provisions of any of the above-listed exhibits and the terms and conditions of the Agreement, the latter shall control.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, on the ____ day of _____, 20__.

“COUNTY”

COUNTY OF RIVERSIDE

By: _____
Marion Ashley, Chairman
Board of Supervisors

“CONSTRUCTION MANAGER”


(sign on line above)
By: Randy Craig

Title: President & CEO

The following information must be provided concerning the Construction Manager:

State whether Construction Manager is corporation, individual, partnership, joint venture or other:

Corporation

If “other”, enter legal form of business:
N/A

Enter address:

22710 Palomar Street
Wildomar, CA 92595

Telephone: 951-678-1038

Facsimile: 951-678-1034

E-mail: jrising@prowestpcm.com

Employer State 33-0647835

Tax ID #:

License #: 706619

If Construction Manager is a corporation, state: California

Name of President: Randy Craig

Name of Secretary: Sharon Bishop

State of Incorporation: California

ATTEST:


KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By:  9/3/15
Marsha L. Victor
Principal Deputy County Counsel

PROWESTTM

CONSTRUCTORS

RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "A" DESCRIPTION OF DEVELOPMENT PLAN

NOT APPLICABLE

PROWESTTM

CONSTRUCTORS

RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT EXHIBIT "C" HOURLY RATE SCHEDULE

Construction Management:

Principal / Project Executive	\$245.00
Director of Preconstruction Services	\$205.00
Sr. Project Manager	\$178.00
Sr. Project Superintendent	\$178.00
Preconstruction Services Manager	\$172.00
Project Manager	\$159.00
Project Superintendent	\$152.00
Senior Estimator	\$165.00
Area Superintendent	\$119.00
Project Engineer	\$112.00
Estimator	\$132.00
Project Coordinator	\$ 72.00
Field Engineer	\$112.00
Secretary / Clerk	\$ 60.00
Main Office Accountant / Controller	\$139.00

SPECIAL SERVICES:

Expert witness services including preparation, depositions and appearances for mediation, arbitration and litigation shall be billed at 1.5 times the rates shown above. There shall be a minimum charge of four hours per day for appearances and depositions.

GENERAL CONDITIONS:

The hourly rates described above do not include costs for reimbursable and non-reimbursable general condition costs while on the jobsite.



RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "D" INITIAL PROGRAM

NOT APPLICABLE

PROWESTTM

CONSTRUCTORS

RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "E" KEY PERSONNEL

<u>NAME</u>	<u>TITLE</u>	<u>PHONE #</u>
Jeff Rising	Project Executive	909-578-9633 cell#
Bill Reifsteck	Director of Preconstruction Services	951-678-1038 ext. 18
Larry Bookout	Preconstruction Services Manager	951-678-1038 ext. 14
Jerry Jensen	Preconstruction Services Manager	951-678-1038 ext. 37
Carol Frias	Bid Solicitation	951-678-1038 ext. 34
Michael Haight	Senior Project Manager	951-712-3783 cell #
Michael Fekete	Project Superintendent	951-285-2328 cell #
Maria Bautista	Preconstruction Production Manager	951-678-1038 ext. 17
Dan Polen	VP/Principal	916-747-8133 cell #

Riverside Public Defender / Probation Building Project
EXHIBIT "F" MASTER PROJECT SCHEDULE

ID	Task Name	% Complete	Duration	Start	Finish	Notes
1	EDA OFFICES FOR PUBLIC DEFENDER / PROBATION Administration	6%	480 days	Mon 4/6/16	Thu 11/9/17	10/6/16 - Chiminatioe Complete 9/27/16 - Water Balance Complete 10/7/16 - Air Balance Complete 10/27/16 - Fire Alarm Ring Out 1/27/16 - Fire Marshal Final 11/26/16 - COR Final 11/26/16 - CM Compliance 12/14/16 - Closeout Complete 11/11/17 - Substantial Completion
2	Owner Notice To Proceed	100%	0 days	Mon 4/6/16	Mon 4/6/16	
3	Project Site Available to ProWest	100%	0 days	Mon 4/6/16	Mon 4/6/16	
4	Chiminatioe Complete	0%	0 days	Tue 12/1/15	Tue 12/1/15	
5	Water Balance Complete	0%	0 days	Wed 10/25/16	Wed 10/25/16	
6	Air Balance Complete	0%	0 days	Thu 9/23/16	Thu 9/23/16	
7	Fire Alarm Ring Out	0%	0 days	Fri 10/7/16	Fri 10/7/16	
8	Fire Marshal Final	0%	0 days	Wed 10/12/16	Wed 10/12/16	
9	Punch Lists Complete	0%	0 days	Thu 11/24/16	Thu 11/24/16	
10	COR Final	0%	0 days	Thu 11/24/16	Thu 11/24/16	
11	CM Compliance	0%	0 days	Fri 11/25/16	Fri 11/25/16	
12	Closeout Complete	0%	0 days	Mon 4/6/16	Mon 4/6/16	
13	Project Delay / Unforeseen Conditions	0%	0 days	Thu 11/18/17	Thu 11/18/17	
14	Substantial Completion	0%	0 days	Mon 4/6/16	Mon 4/6/16	
15	Bid Document Complete	78%	172 days	Mon 4/6/16	Mon 7/27/16	
16	Building Exam PSA	100%	60 days	Tue 5/5/15	Tue 5/5/15	
17	RCIT Communications Design/Spec, Div 26	90%	70 days	Mon 5/4/15	Fri 8/7/15	
18	RCIT Mods to Access Control Design/Spec, Div 28 (w/User Input)	90%	50 days	Mon 6/8/15	Fri 8/14/15	
19	RCIT - DAS PublicSystem LOA and Design Interface for Pathway Infrastructure	95%	75 days	Fri 4/17/15	Thu 7/20/15	
20	Owners Conference 00 & 01, Legal Review	100%	15 days	Thu 7/9/15	Wed 7/29/15	
21	Permitting Agency Approve Revised Documentation	100%	60 days	Mon 4/6/16	Fri 6/25/15	
22	Architect Develop Scope & Budget for Continuing Project Documentation	0%	70 days	Tue 8/11/15	Tue 8/11/15	
23	EDA Admin/Architect Scope & Budget for Continuing Project Documentation	0%	14 days	Wed 7/15/15	Mon 8/3/15	
24	Architect Complete Confirming Project Documentation	0%	5 days	Wed 9/16/15	Tue 9/22/15	
25	Constructability Review / Response	0%	40 days	Wed 9/16/15	Tue 11/10/15	
26	Permitting Agency Approve Revised Documentation	0%	10 days	Wed 11/11/15	Tue 11/24/15	
27	Fire Department Approve Revised Documentation	0%	10 days	Wed 11/11/15	Tue 11/24/15	
28	Seismic Upgrades	64%	146 days	Mon 4/6/16	Fri 10/9/16	
29	Contractor Complete Seismic Upgrades	90%	100 days	Mon 4/6/16	Fri 8/21/15	
30	Final Signoff Seismic Scope	0%	40 days	Mon 8/24/15	Fri 10/16/15	
31	Bid Release # 1	0%	88 days	Wed 9/16/15	Thu 10/22/16	
32	General Trades Package	0%	22 days	Wed 9/16/15	Thu 10/15/15	
33	Voice / Data Infrastructure Improvements	0%	22 days	Wed 9/16/15	Thu 10/15/15	
34	Fire Protection	0%	22 days	Wed 9/16/15	Thu 10/15/15	
35	Bid Release # 2	0%	22 days	Tue 11/17/15	Wed 12/16/15	
36	Cast-In-Place Concrete & Reinforcing	0%	22 days	Tue 11/17/15	Wed 12/16/15	
37	Roofing & Insulation	0%	22 days	Tue 11/17/15	Wed 12/16/15	
38	Flashing & Sheet Metal	0%	22 days	Tue 11/17/15	Wed 12/16/15	
39	Doors, Frames, Hardware & Installation	0%	22 days	Tue 11/17/15	Wed 12/16/15	
40	Glass and Aluminum	0%	22 days	Tue 11/17/15	Wed 12/16/15	
41	Metal Stud Framing, Drywall & Insulation	0%	22 days	Tue 11/17/15	Wed 12/16/15	
42	Lath & Plaster	0%	22 days	Tue 11/17/15	Wed 12/16/15	
43	Plumbing	0%	22 days	Tue 11/17/15	Wed 12/16/15	
44	HVAC Deferred Approval Package	0%	22 days	Tue 11/17/15	Wed 12/16/15	
45	Electrical, Low Voltage, Security & Fire Alarm	0%	22 days	Tue 11/17/15	Wed 12/16/15	
46	Bid Release # 3	0%	21 days	Tue 12/15/15	Tue 1/2/16	
47	Masonry	0%	21 days	Tue 12/15/15	Tue 1/2/16	
48	Miscellaneous Steel & Railings	0%	21 days	Tue 12/15/15	Tue 1/2/16	
49	Rough Carpentry	0%	21 days	Tue 12/15/15	Tue 1/2/16	
50	Cabinets & Finish Carpentry	0%	21 days	Tue 12/15/15	Tue 1/2/16	
51	Smoke Curtains	0%	21 days	Tue 12/15/15	Tue 1/2/16	
52	Ceramic Tile & Stone	0%	21 days	Tue 12/15/15	Tue 1/2/16	
53	Acoustical Ceilings	0%	21 days	Tue 12/15/15	Tue 1/2/16	
54	Painting & Wall Coverings	0%	21 days	Tue 12/15/15	Tue 1/2/16	
55	Specialties & Appliances	0%	21 days	Tue 12/15/15	Tue 1/2/16	
56	Signage	0%	21 days	Tue 12/15/15	Tue 1/2/16	
57	Window Coverings	0%	21 days	Tue 12/15/15	Tue 1/2/16	
58	Elevator Refurbishment	0%	21 days	Tue 12/15/15	Tue 1/2/16	
59	Submittals/Approvals	0%	93 days	Tue 12/15/15	Mon 12/27/16	
60	Bid Release # 1	0%	5 days	Tue 10/27/15	Mon 11/2/15	
61	General Trades Package	0%	15 days	Tue 10/27/15	Mon 11/6/15	
62	Selective Demolition	0%	15 days	Tue 10/27/15	Mon 11/6/15	
63	Voice / Data Infrastructure Improvements	0%	10 days	Tue 10/27/15	Mon 11/6/15	

LEGEND: Critical (Red bar), Task (Blue bar), Progress (Green bar), Milestone (Yellow diamond), Summary (Grey bar), Project Summary (Black arrow)

Riverside Public Defender / Probation Building Project
Riverside, CA.

ProWest Continuation
EDA Public Defender/ Court Bldg 6.06.15
1 of 12
Thurs 11/18/17
Durations in Working Days

Riverside Public Defender / Probation Building Project
EXHIBIT "F" MASTER PROJECT SCHEDULE

ProWest Constructors

ID	Task Name	% Complete	Duration	Start	Finish	2015	2016
73	Fire Protection (Deferred Approval)	0%	40 days	Tue 10/27/15	Mon 12/21/15		
74	Bid Release # 2	0%	15 days	Mon 11/2/15	Fri 11/6/15		
75	Cast-In-Place Concrete & Reinforcing	0%	20 days	Mon 12/28/15	Fri 1/2/16		
76	Roofing & Insulation	0%	20 days	Mon 12/28/15	Fri 1/2/16		
77	Flashing & Sheet Metal	0%	20 days	Mon 12/28/15	Fri 1/2/16		
78	Doors, Frames, Hardware & Installation	0%	20 days	Mon 12/28/15	Fri 1/2/16		
79	Glass and Aluminum	0%	20 days	Mon 12/28/15	Fri 1/2/16		
80	Metal Stud Framing, Drywall & Insulation	0%	15 days	Mon 12/28/15	Fri 1/15/16		
81	Lath & Plaster	0%	20 days	Mon 12/28/15	Fri 1/22/16		
82	Plumbing	0%	40 days	Mon 12/28/15	Fri 2/19/16		
83	HVAC Deferred Approval Package	0%	20 days	Mon 12/28/15	Fri 2/19/16		
84	Electrical, Low Voltage, Security & Fire Alarm	0%	20 days	Mon 12/28/15	Fri 2/19/16		
85	Bid Release # 3	0%	30 days	Mon 12/28/15	Fri 2/19/16		
86	Masonry	0%	15 days	Fri 1/2/16	Thu 1/23/16		
87	Masonry	0%	15 days	Fri 1/2/16	Thu 1/23/16		
88	Miscellaneous Steel & Railings	0%	15 days	Fri 1/2/16	Thu 2/11/16		
89	Rough Carpentry	0%	10 days	Fri 1/2/16	Thu 2/4/16		
90	Cabinets & Finish Carpentry	0%	20 days	Fri 1/2/16	Thu 2/18/16		
91	Smoke Curtains	0%	20 days	Fri 1/2/16	Thu 2/18/16		
92	Ceramic Tile & Stone	0%	25 days	Fri 1/2/16	Thu 2/25/16		
93	Acoustical Ceilings	0%	15 days	Fri 1/2/16	Thu 2/11/16		
94	Floor Covering	0%	15 days	Fri 1/2/16	Thu 2/18/16		
95	Painting & Wall Coverings	0%	15 days	Fri 1/2/16	Thu 2/11/16		
96	Specialties & Appliances	0%	20 days	Fri 1/2/16	Thu 2/25/16		
97	Signage	0%	20 days	Fri 1/2/16	Thu 2/25/16		
98	Window Coverings	0%	20 days	Fri 1/2/16	Thu 2/18/16		
99	Elevator Rehabilitation	0%	30 days	Fri 1/2/16	Thu 3/2/16		
100	Procurement	0%	148 days	Tue 11/2/15	Thu 6/28/16		
101	Bid Release # 1	0%	5 days	Tue 11/2/15	Mon 11/16/15		
102	General Trades Package	0%	5 days	Tue 11/2/15	Mon 11/9/15		
103	Selective Demolition	0%	5 days	Tue 11/2/15	Mon 11/9/15		
104	Voice / Data Infrastructure Improvements	0%	15 days	Tue 11/17/15	Mon 12/7/15		
105	Fire Protection (Deferred Approval)	0%	15 days	Tue 12/22/15	Mon 1/11/16		
106	Bid Release # 2	0%	45 days	Mon 1/19/16	Fri 4/16/16		
107	Cast-In-Place Concrete & Reinforcing	0%	10 days	Mon 1/19/16	Mon 1/26/16		
108	Roofing & Insulation	0%	20 days	Mon 1/26/16	Fri 3/18/16		
109	Flashing & Sheet Metal	0%	20 days	Mon 1/26/16	Fri 3/18/16		
110	Doors, Frames, Hardware & Installation	0%	40 days	Mon 1/26/16	Fri 3/18/16		
111	Glass and Aluminum	0%	10 days	Mon 1/26/16	Fri 3/18/16		
112	Metal Stud Framing, Drywall & Insulation	0%	10 days	Mon 1/18/16	Fri 1/29/16		
113	Lath & Plaster	0%	30 days	Mon 1/25/16	Fri 3/4/16		
114	Plumbing	0%	40 days	Mon 1/25/16	Fri 3/4/16		
115	HVAC Deferred Approval Package - New Chiller Unit	0%	40 days	Mon 1/25/16	Fri 4/15/16		
116	Electrical, Low Voltage, Security & Fire Alarm	0%	40 days	Mon 1/25/16	Fri 4/15/16		
117	Bid Release # 3	0%	85 days	Fri 1/29/16	Thu 5/26/16		
118	Final Clean	0%	15 days	Fri 1/29/16	Thu 5/26/16		
119	Masonry	0%	30 days	Fri 2/12/16	Thu 5/26/16		
120	Miscellaneous Steel & Railings	0%	15 days	Fri 2/12/16	Thu 5/26/16		
121	Rough Carpentry	0%	15 days	Fri 2/12/16	Thu 5/26/16		
122	Cabinets & Finish Carpentry	0%	50 days	Fri 2/19/16	Thu 4/23/16		
123	Smoke Curtains	0%	40 days	Fri 2/19/16	Thu 4/14/16		
124	Ceramic Tile & Stone	0%	30 days	Fri 2/26/16	Thu 4/7/16		
125	Acoustical Ceilings	0%	20 days	Fri 2/12/16	Thu 3/10/16		
126	Floor Covering	0%	40 days	Fri 2/19/16	Thu 4/14/16		
127	Painting & Wall Coverings	0%	15 days	Fri 2/19/16	Thu 4/14/16		
128	Specialties & Appliances	0%	30 days	Fri 2/19/16	Thu 3/31/16		
129	Signage	0%	30 days	Fri 2/26/16	Thu 4/7/16		
130	Window Coverings	0%	60 days	Fri 3/4/16	Thu 5/26/16		
131	Elevator Rehabilitation	0%	282 days	Tue 11/2/15	Wed 12/14/16		
132	Construction Mobilization	0%	12 days	Tue 11/2/15	Wed 11/18/15		
133	Set Up Trailers and Temp Utilities	0%	5 days	Tue 11/2/15	Mon 11/9/15		
134	Construct Temporary Fencing w/ Shade Cloth	0%	7 days	Tue 11/10/15	Mon 11/16/15		
135	Install Temporary Lighting & Power	0%	38 days	Tue 11/10/15	Mon 12/21/15		
136	Demolition	0%	5 days	Tue 11/10/15	Mon 11/16/15		
137	Demo Interior Plaster, Soffits, etc.	0%	3 days	Tue 11/10/15	Wed 11/18/15		
138	Demo Remaining Ducting	0%	7 days	Tue 11/10/15	Wed 11/25/15		
139	Demo "new" HVAC Ducting and Equipment	0%	2 days	Tue 11/10/15	Wed 11/18/15		
140	Flush Gasket existing EOC Infills	0%	2 days	Tue 11/10/15	Wed 11/18/15		
141	Demo and Remove Plasters and Sidelwalk	0%	7 days	Tue 11/10/15	Wed 11/25/15		
142	Demo "New" Sprinkler Branches and Sidelwalk	0%	2 days	Tue 11/10/15	Wed 11/18/15		
143	Demo Entry Section of Sidelwalk at Main Street	0%	1 day	Fri 11/20/15	Fri 11/20/15		

LEGEND: Critical (Red bar), Task (Blue bar), Progress (Green bar), Milestone (Yellow diamond), Summary (Grey bar), Project Summary (Black arrow)

Riverside Public Defender / Probation Building Project
Riverside, CA

ProWest Constructors
EDA Public Defender Const 8.06.15

2 of 12
Thu 8/6/15
Doreans n Welling Corp

Riverside Public Defender / Probation Building Project
EXHIBIT "F" MASTER PROJECT SCHEDULE

ID	Task Name	% Complete	Duration	Start	Finish	Notes
145	Medium West Gliderwalk at Main Street & 11th Streets	0%	2 days	Fri 11/20/15	Mon 11/23/15	
146	Demo Exterior, The & Storefront System	0%	7 days	Tue 11/17/15	Wed 11/25/15	
147	Demo Penhouse Framing, Roofing and Plaster Elevator back to GFL	0%	10 days	Tue 11/17/15	Mon 11/30/15	
148	Demo Existing Chiller, Pumps and Equipment and Pipes	0%	5 days	Tue 11/17/15	Mon 11/23/15	
149	Demo Existing Chiller, Fan Wall, and Ducts	0%	5 days	Tue 11/17/15	Mon 11/23/15	
150	Remove "Old" Existing Curtain Wall System	0%	15 days	Tue 12/1/15	Mon 12/21/15	
151	Remove Existing Root Membrane, Insulation and Ducts, All Levels	0%	7 days	Tue 12/8/15	Wed 12/16/15	
152	Shore and Demo Access Bridge, Curb and Railing (Requires Engineered Shore Plan)	0%	1 day	Tue 12/17/15	Thu 12/17/15	
153	Sawcut and Demo Asphalt at Generator Pad	0%	78 days	Tue 11/17/15	Thu 3/1/16	
154	VoicData Infrastructure Office Improvements	0%	15 days	Tue 11/17/15	Mon 12/1/15	
155	Contractor Preparations	0%	2 days	Fri 11/13/15	Mon 11/16/15	
156	Obtain "Street Opening" & "Traffic Control" Permits from City of Riverside	0%	5 days	Fri 11/13/15	Mon 11/16/15	
157	Mobilize, Setup Traffic Control Signage	0%	5 days	Fri 11/13/15	Mon 11/16/15	
158	Noisy Dig-A-Rite - Locate Existing Utilities	0%	21 days	Fri 11/13/15	Fri 12/4/15	
159	Notify City of Riverside Parking Enforcement Agency	0%	1 day	Fri 11/13/15	Fri 11/13/15	
160	11th Street to 11th Main Street, and Alley (all areas)	0%	1 day	Fri 11/13/15	Fri 11/13/15	
161	Saw Cut AC & Concrete, Remove and Recycle	0%	1 day	Fri 11/13/15	Fri 11/13/15	
162	Trench for Conduit and Excavate Between Vault No.3, 5, & 18	0%	3 days	Fri 11/27/15	Mon 11/30/15	
163	Excavate and Shore Vault No.3, 5, & 18	0%	3 days	Fri 11/27/15	Mon 11/30/15	
164	Install Conduit, Sweeps, and Connections from Vault No.3 to No.18	0%	2 days	Wed 12/2/15	Thu 12/10/15	
165	RCIT Inspection	0%	1 day	Fri 12/2/15	Mon 12/28/15	
166	Backfill with Sand and CL II Base & Compact	0%	1 day	Tue 12/29/15	Wed 12/30/15	
167	Install temp asphalt	0%	2 days	Tue 12/29/15	Thu 12/31/15	
168	Trench for Conduit and Excavate Between Vault No.3 to end of Line A	0%	1 day	Fri 12/18/15	Fri 12/18/15	
169	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
170	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
171	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
172	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
173	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
174	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
175	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
176	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
177	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
178	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
179	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
180	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
181	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
182	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
183	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
184	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
185	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
186	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
187	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
188	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
189	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
190	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
191	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
192	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
193	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
194	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
195	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
196	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
197	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
198	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
199	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
200	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
201	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
202	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
203	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
204	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
205	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
206	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
207	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
208	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
209	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
210	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
211	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
212	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
213	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
214	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	
215	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	1 day	Fri 12/18/15	Fri 12/18/15	
216	Install Barbed Wire and Chain-link Fencing at Generator Enclosure	0%	1 day	Fri 12/18/15	Fri 12/18/15	

LEGEND: Critical (Red), Task (Blue), Progress (Green), Milestone (Yellow), Summary (Grey), Project Summary (White)

Riverside Public Defender / Probation Building Project
Riverside, CA

3 of 12
The 30815
Dunsmuir in Working Draft

ID	Task Name	% Complete	Duration	Start	Finish	2015	2016	2017
217	Plumbing Risers	0%	15 days	Wed 4/13/16	Thu 4/29/16			
218	Rough-in Fire Sprinkler Pumps, Mains & Branches	0%	15 days	Wed 4/13/16	Tue 5/5/16			
219	Rough-in Plumbing Mains & Branches	0%	15 days	Wed 4/13/16	Tue 5/5/16			
220	Rough-in Ductwork	0%	10 days	Mon 4/19/16	Fri 5/6/16			
221	Set Distribution Control Panels and Transformers	0%	10 days	Mon 4/19/16	Fri 5/6/16			
222	Electrical at New Perimeter HVAC Equipment	0%	12 days	Mon 4/19/16	Tue 5/3/16			
223	Rough-in Elec. Mains & Conduit Branches	0%	15 days	Mon 4/19/16	Fri 5/6/16			
224	Rough-in LV Systems	0%	15 days	Mon 4/19/16	Fri 5/6/16			
225	Rough-in Hydraulic Mains & Branches	0%	15 days	Mon 4/19/16	Fri 5/6/16			
226	Rough-in Inspection	0%	2 days	Mon 5/9/16	Tue 5/10/16			
227	Metal Stud Framing	0%	20 days	Wed 5/11/16	Thu 6/2/16			
228	Frame Plumbing Currier Metal Stud Walls	0%	3 days	Wed 5/11/16	Thu 5/12/16			
229	Frame & Build Shaft Walls	0%	3 days	Wed 5/11/16	Thu 5/12/16			
230	Frame & Build Shaft Walls	0%	3 days	Mon 5/16/16	Wed 5/18/16			
231	Rough-in Water Lines to Fixtures	0%	5 days	Wed 5/18/16	Mon 5/23/16			
232	Set Door Frames	0%	7 days	Wed 5/25/16	Thu 6/2/16			
233	Head Wall Rough-in	0%	7 days	Wed 5/25/16	Thu 6/2/16			
234	Frame Hard Ceilings & Soffits	0%	10 days	Wed 5/25/16	Tue 6/21/16			
235	Install Elevator Upgrades at 1st Level Lobby and Cab Interiors	0%	20 days	Wed 6/8/16	Tue 7/5/16			
236	In-Wall Backing at Plumbing Fixtures	0%	3 days	Wed 6/8/16	Fri 6/10/16			
237	In-Wall Equipment Backing	0%	3 days	Wed 6/8/16	Fri 6/10/16			
238	Install Ceiling Hung Equipment Supports	0%	2 days	Fri 6/3/16	Mon 6/6/16			
239	Rough-in Smoke Containment System	0%	5 days	Fri 6/3/16	Mon 6/6/16			
240	Install Ceiling Hung Equipment Supports	0%	5 days	Fri 6/3/16	Mon 6/6/16			
241	Install Ceiling Hung Equipment Supports	0%	5 days	Fri 6/3/16	Mon 6/6/16			
242	Mud and Tape Drywall 1 Side	0%	15 days	Tue 6/7/16	Mon 6/27/16			
243	Prime & Patch Walls & Hard Ceilings	0%	20 days	Tue 6/7/16	Mon 6/27/16			
244	Above Ceiling Inspection	0%	2 days	Fri 6/10/16	Mon 6/13/16			
245	Drywall Hard Ceilings & Soffits	0%	15 days	Tue 6/14/16	Mon 7/4/16			
246	Drywall Inspection	0%	2 days	Tue 6/20/16	Wed 6/23/16			
247	Fire Stop Wall Penetrations	0%	7 days	Tue 7/5/16	Wed 7/13/16			
248	Insulate Walls	0%	7 days	Thu 7/14/16	Fri 7/22/16			
249	Wall / Overhead Cover Inspection	0%	2 days	Thu 7/14/16	Fri 7/22/16			
250	Install Rated Backboards at Tel/Data and Electrical Rooms	0%	2 days	Thu 7/14/16	Fri 7/22/16			
251	Drywall 2nd Side	0%	15 days	Mon 7/25/16	Fri 8/19/16			
252	Mud and Tape Drywall Ceilings & Walls	0%	10 days	Mon 8/2/16	Tue 8/23/16			
253	Install Doors & Finish Hardware	0%	7 days	Mon 8/2/16	Tue 8/23/16			
254	Prime & Patch Walls & Hard Ceilings	0%	10 days	Mon 8/22/16	Tue 9/1/16			
255	Finish Smoke Containment System	0%	20 days	Mon 8/22/16	Fri 9/2/16			
256	Buildout Electrical SVG & Comm Rooms	0%	20 days	Mon 8/22/16	Fri 9/2/16			
257	Head Wall Finishes	0%	10 days	Mon 8/29/16	Fri 9/23/16			
258	Acoustical Grid & Seismic Bracing	0%	5 days	Mon 9/5/16	Fri 9/23/16			
259	Milwork & Trim	0%	2 days	Mon 9/5/16	Fri 9/23/16			
260	Interior Handrails	0%	2 days	Mon 9/5/16	Fri 9/23/16			
261	Waterproof Wet Areas	0%	2 days	Mon 9/5/16	Fri 9/23/16			
262	Fire Sprinkler Heads at Ceiling	0%	2 days	Mon 9/5/16	Fri 9/23/16			
263	HVAC Diffusers & Registers	0%	2 days	Mon 9/5/16	Fri 9/23/16			
264	Light Elec. at Ceiling Grid	0%	2 days	Mon 9/5/16	Fri 9/23/16			
265	Light Elec. at Ceiling Grid	0%	15 days	Mon 9/5/16	Fri 9/23/16			
266	F/A Finish	0%	10 days	Mon 9/5/16	Fri 9/23/16			
267	Floor & Wall Tile	0%	15 days	Wed 9/7/16	Tue 9/20/16			
268	Ceiling Tiles	0%	10 days	Wed 9/7/16	Fri 9/23/16			
269	Plumbing Fixtures & Trim	0%	10 days	Wed 9/14/16	Tue 9/20/16			
270	Toilet Partitions & Accessories	0%	5 days	Wed 9/14/16	Tue 9/20/16			
271	Flooring	0%	7 days	Wed 9/21/16	Thu 9/28/16			
272	Division 10 Accessories	0%	15 days	Wed 9/21/16	Thu 10/11/16			
273	Seal Flooring	0%	10 days	Fri 9/23/16	Thu 10/13/16			
274	OFCI Equipment	0%	2 days	Wed 9/23/16	Thu 9/29/16			
275	New Coverings	0%	5 days	Fri 10/1/16	Thu 10/20/16			
276	Paint Touchup	0%	5 days	Fri 10/1/16	Thu 10/18/16			
277	Inspection	0%	5 days	Wed 10/12/16	Tue 10/18/16			
278	Signage	0%	2 days	Wed 10/19/16	Tue 10/20/16			
279	Pre-Clean	0%	5 days	Wed 10/19/16	Tue 10/18/16			
280	Pre-Test Fire Life Safety Systems	0%	5 days	Wed 10/27/16	Tue 10/25/16			
281	PreWest Punch List	0%	5 days	Fri 10/28/16	Thu 10/25/16			
282	Architect Punch List	0%	5 days	Fri 11/4/16	Thu 11/10/16			
283	2nd Level	0%	199 days	Mon 2/1/16	Thu 4/6/16			
284	Grid Line and Room Layout	0%	4 days	Mon 2/1/16	Thu 2/4/16			
285	SBP Track Metal Studs	0%	10 days	Mon 2/1/16	Thu 2/11/16			
286	Plumbing Risers	0%	10 days	Mon 2/1/16	Thu 2/11/16			
287	Rough-in Fire Sprinkler Mains & Branches	0%	7 days	Mon 2/1/16	Mon 2/28/16			
288	Rough-in Plumbing Mains & Branches	0%	7 days	Mon 2/1/16	Tue 3/15/16			

LEGEND: Critical (Red bar), Task (Blue bar), Progress (Green bar), Milestone (Yellow diamond), Summary (Grey bar), Project Summary (Black bar)

Riverside Public Defender / Probation Building Project
EDA Public Defender Comm Schd 8.06.15

4 of 12
 Thursday, 10/15/15
 Durations in Working Days

Riverside Public Defender / Probation Building Project
EXHIBIT "F" MASTER PROJECT SCHEDULE

ID	Task Name	% Complete	Duration	Start	Finish	2015	2016	Summary	Milestone	Project Summary					
						F	M	A	M	J	J	A	M	A	M
289	Rough-in Ductwork	0%	10 days	Mon 4/18/16	Fri 4/29/16										
290	Rough-in Elec. Mains & Conduit Branches	0%	10 days	Mon 4/18/16	Fri 4/29/16										
291	Rough-in LV Systems	0%	7 days	Mon 4/18/16	Tue 4/26/16										
292	Rough-in Hydraulic Mains & Branches	0%	7 days	Mon 4/18/16	Tue 4/26/16										
293	Rough-in Inspection	0%	3 days	Mon 4/18/16	Tue 4/26/16										
294	Rough-in Fire Sprinkler Mains & Branches	0%	15 days	Wed 5/4/16	Tue 5/24/16										
295	Frame Plumbing Conduit Metal Stud Walls	0%	3 days	Wed 5/4/16	Fri 5/6/16										
296	Frame & Build Shaft Walls	0%	10 days	Wed 5/4/16	Tue 5/17/16										
297	Set Plumbing Fixture Carriers	0%	3 days	Mon 5/30/16	Wed 5/11/16										
298	Rough-in Water Lines to Fixtures	0%	5 days	Mon 5/30/16	Fri 5/13/16										
299	Set Door Frames	0%	7 days	Wed 5/18/16	Thu 5/26/16										
300	Head Wall Rough-in	0%	7 days	Wed 5/18/16	Thu 5/26/16										
301	Frame Hard Ceilings & Soffits	0%	5 days	Wed 5/25/16	Thu 5/26/16										
302	Install Elevator Upgrades at 2nd Level Lobby	0%	5 days	Fri 5/27/16	Thu 5/26/16										
303	In-Wall Backing at Plumbing Fixtures	0%	3 days	Fri 5/27/16	Thu 5/26/16										
304	In-Wall Equipment Backing	0%	3 days	Mon 5/23/16	Fri 5/27/16										
305	Install Ceiling Hung Equipment Supports	0%	2 days	Fri 5/27/16	Mon 5/30/16										
306	Rough-in Smoke Containment System	0%	15 days	Fri 5/27/16	Mon 6/20/16										
307	Drywall 1 Side	0%	15 days	Fri 5/27/16	Tue 6/21/16										
308	Mud and Tape Drywall 1 Side	0%	15 days	Tue 5/31/16	Tue 6/21/16										
309	Above Ceiling Inspection	0%	20 days	Tue 5/31/16	Mon 7/11/16										
310	Drywall Hard Ceilings & Soffits	0%	2 days	Fri 6/3/16	Mon 6/6/16										
311	Drywall Inspection	0%	2 days	Tue 6/7/16	Wed 6/22/16										
312	Fire Stop Wall Penetrations	0%	7 days	Tue 6/22/16	Wed 6/29/16										
313	Insulate Walls	0%	7 days	Thu 7/7/16	Fri 7/8/16										
314	Wall / Overhead Cover Inspection	0%	5 days	Thu 7/7/16	Fri 7/8/16										
315	Install Rated Backboards at Tel/Daba and Electrical Rooms	0%	5 days	Thu 7/7/16	Fri 7/8/16										
316	Mud and Tape Drywall Ceilings & Walls	0%	15 days	Mon 8/1/16	Tue 8/16/16										
317	Install Doors & Finish Hardware	0%	12 days	Mon 8/1/16	Tue 8/16/16										
318	Interior Glazing	0%	10 days	Mon 8/15/16	Fri 8/26/16										
319	Prime & Paint Walls & Hard Ceilings	0%	7 days	Mon 8/15/16	Tue 8/23/16										
320	Finish Smoke Containment System	0%	10 days	Mon 8/15/16	Fri 8/26/16										
321	Buildout Electrical S/G & Comm Rooms	0%	10 days	Mon 8/15/16	Fri 8/26/16										
322	Head Wall Finishes	0%	20 days	Mon 8/15/16	Fri 9/2/16										
323	Acoustical Grid & Seismic Bracing	0%	20 days	Mon 8/22/16	Fri 9/2/16										
324	Milwork & Trim	0%	20 days	Mon 8/22/16	Fri 9/2/16										
325	Waterproof Wet Areas	0%	20 days	Mon 8/22/16	Fri 9/2/16										
326	Waterproof Wet Areas Ceiling	0%	20 days	Mon 8/22/16	Fri 9/2/16										
327	HVAC Diffusers & Registers	0%	20 days	Mon 8/22/16	Fri 9/2/16										
328	Terminal BMS & Program	0%	20 days	Mon 8/22/16	Fri 9/2/16										
329	Light Fixtures at Ceiling Grid	0%	15 days	Mon 8/22/16	Tue 8/30/16										
330	F/A Finish	0%	15 days	Mon 8/22/16	Tue 8/30/16										
331	Floor & Wall Tile	0%	15 days	Mon 8/22/16	Tue 8/30/16										
332	Plumbing Fixtures & Trim	0%	15 days	Mon 8/22/16	Tue 8/30/16										
333	Callings Tiles	0%	5 days	Wed 8/31/16	Fri 9/9/16										
334	Toilet Partitions & Accessories	0%	5 days	Wed 8/31/16	Fri 9/9/16										
335	Flooring	0%	5 days	Wed 8/31/16	Fri 9/9/16										
336	Seal Flooring	0%	7 days	Wed 8/31/16	Thu 9/13/16										
337	Window Coverings	0%	15 days	Wed 8/31/16	Thu 9/13/16										
338	Paint Touchup	0%	15 days	Wed 8/31/16	Thu 9/13/16										
339	Inspection	0%	2 days	Wed 10/5/16	Thu 10/6/16										
340	Signage	0%	5 days	Fri 10/7/16	Thu 10/13/16										
341	Pre-Clean	0%	5 days	Wed 10/5/16	Tue 10/11/16										
342	Pre-Test Fire Life Safety Systems	0%	2 days	Wed 10/5/16	Tue 10/11/16										
343	ProWest Punch List	0%	5 days	Wed 10/5/16	Thu 10/13/16										
344	Architect Punch List	0%	5 days	Fri 10/14/16	Thu 10/20/16										
345	3rd Level	0%	18 days	Fri 10/22/16	Thu 11/24/16										
346	Grid Line and Room Layout	0%	5 days	Fri 10/22/16	Thu 11/4/16										
347	Ship Track Metal Studs	0%	5 days	Fri 10/22/16	Thu 11/4/16										
348	Plumbing Risers	0%	18 days	Fri 10/22/16	Thu 11/24/16										
349	Rough-in Fire Sprinkler Mains & Branches	0%	10 days	Thu 11/4/16	Wed 11/24/16										
350	Rough-in Plumbing Mains & Branches	0%	7 days	Thu 11/4/16	Fri 11/19/16										
351	Rough-in Ductwork	0%	10 days	Mon 11/15/16	Tue 11/22/16										
352	Rough-in Elec. Mains & Conduit Branches	0%	10 days	Mon 11/15/16	Tue 11/22/16										
353	Rough-in LV Systems	0%	7 days	Mon 11/15/16	Fri 11/19/16										
354	Rough-in Hydraulic Mains & Branches	0%	7 days	Mon 11/15/16	Tue 11/22/16										
355	Rough-in Inspection	0%	2 days	Mon 5/27/16	Tue 5/24/16										
356	Metal Stud Framing	0%	15 days	Wed 5/4/16	Tue 5/24/16										

LEGEND: Critical (Red bar), Task (Blue bar), Progress (Green bar), Milestone (Yellow diamond), Summary (Grey arrow), Project Summary (Black arrow)

Riverside Public Defender / Probation Building Project
Riverside, CA

ProWest Constructors
EQA Public Defender Const Sched 06.15

5 of 12
Thu 6/9/15
Discussions in Working Draft

Riverside Public Defender / Probation Building Project
EXHIBIT "F" MASTER PROJECT SCHEDULE

ID	Task Name	% Complete	Duration	Start	Finish	2015	2016	Summary	Milestone	Summary	Project Summary
						A	M				
381	Frame Plumbing Carrier Metal Stud Walls	0%	5 days	Wed 5/21/16	Fri 5/21/16			5/21/16 Frame Plumbing Carrier Metal Stud Walls			
382	Frame & Build Shaft Walls	0%	10 days	Wed 5/21/16	Wed 5/31/16			5/21/16 Frame & Build Shaft Walls			
383	Set Door Frames	0%	3 days	Mon 5/24/16	Wed 5/26/16			5/24/16 Set Door Frames			
384	Rough-in Water Lines to Fixtures	0%	5 days	Mon 5/24/16	Fri 5/28/16			5/24/16 Rough-in Water Lines to Fixtures			
385	Set Door Frames	0%	5 days	Wed 5/18/16	Thu 5/26/16			5/18/16 Set Door Frames			
386	Head Wall Rough-in	0%	7 days	Wed 5/18/16	Thu 5/26/16			5/18/16 Head Wall Rough-in			
387	Frame Hard Ceilings & Soffits	0%	10 days	Wed 5/25/16	Tue 6/7/16			5/25/16 Frame Hard Ceilings & Soffits			
388	Install Elevator Upgrades at 3rd Level Lobby	0%	5 days	Fri 5/27/16	Tue 6/7/16			5/27/16 Install Elevator Upgrades at 3rd Level Lobby			
389	In-Wall Backing at Plumbing Fixtures	0%	3 days	Wed 5/25/16	Fri 5/27/16			5/25/16 In-Wall Backing at Plumbing Fixtures			
390	In-Wall Equipment Backing	0%	3 days	Wed 5/25/16	Fri 5/27/16			5/25/16 In-Wall Equipment Backing			
391	In-Wall Inspection	0%	2 days	Fri 5/27/16	Mon 5/30/16			5/27/16 In-Wall Inspection			
392	Install Ceiling Hung Equipment Supports	0%	5 days	Fri 5/27/16	Mon 5/30/16			5/27/16 Install Ceiling Hung Equipment Supports			
393	Drywall 1 Side	0%	15 days	Fri 5/27/16	Mon 6/6/16			5/27/16 Drywall 1 Side			
394	Install Ceiling Smoke Containment System	0%	20 days	Tue 6/14/16	Mon 7/11/16			6/14/16 Install Ceiling Smoke Containment System			
395	Above Ceiling Inspection	0%	2 days	Fri 6/25/16	Mon 6/28/16			6/25/16 Above Ceiling Inspection			
396	Drywall Hard Ceilings & Soffits	0%	15 days	Tue 6/7/16	Mon 6/27/16			6/7/16 Drywall Hard Ceilings & Soffits			
397	Fire Stop Wall Penetrations	0%	2 days	Tue 6/22/16	Wed 6/22/16			6/22/16 Fire Stop Wall Penetrations			
398	Insulate Walls	0%	7 days	Tue 6/22/16	Wed 6/29/16			6/22/16 Insulate Walls			
399	Wall / Overhead Cover Inspection	0%	2 days	Thu 7/7/16	Fri 7/8/16			7/7/16 Wall / Overhead Cover Inspection			
400	Install Rated Backboards at Tel/Data and Electrical Rooms	0%	15 days	Mon 7/18/16	Fri 8/5/16			7/18/16 Install Rated Backboards at Tel/Data and Electrical Rooms			
401	Drywall 2nd Side	0%	10 days	Mon 7/18/16	Fri 8/5/16			7/18/16 Drywall 2nd Side			
402	Mud and Tape Drywall Ceilings & Walls	0%	10 days	Mon 8/15/16	Tue 8/23/16			8/15/16 Mud and Tape Drywall Ceilings & Walls			
403	Interior Sanding	0%	7 days	Mon 8/15/16	Tue 8/23/16			8/15/16 Interior Sanding			
404	Prime & Paint Walls & Hard Ceilings	0%	10 days	Mon 8/15/16	Fri 8/26/16			8/15/16 Prime & Paint Walls & Hard Ceilings			
405	Finish Smoke Containment System	0%	20 days	Mon 8/8/16	Fri 9/2/16			8/8/16 Finish Smoke Containment System			
406	Buildout Electrical 3/0 & Comm Rooms	0%	10 days	Mon 8/22/16	Fri 9/16/16			8/22/16 Buildout Electrical 3/0 & Comm Rooms			
407	Head Wall Finishes	0%	20 days	Mon 8/22/16	Fri 9/16/16			8/22/16 Head Wall Finishes			
408	Acoustical Grid & Seismic Bracing	0%	2 days	Mon 8/29/16	Fri 9/2/16			8/29/16 Acoustical Grid & Seismic Bracing			
409	Waterproof Wet Areas	0%	15 days	Mon 8/29/16	Tue 9/20/16			8/29/16 Waterproof Wet Areas			
410	Fire Sprinkler Heads at Ceiling	0%	5 days	Mon 8/29/16	Fri 9/2/16			8/29/16 Fire Sprinkler Heads at Ceiling			
411	HVAC Diffusers & Registers	0%	15 days	Mon 8/29/16	Fri 9/16/16			8/29/16 HVAC Diffusers & Registers			
412	Terminal BMS & Program	0%	15 days	Mon 8/29/16	Fri 9/16/16			8/29/16 Terminal BMS & Program			
413	Apply Acoustic at Ceiling Grid	0%	10 days	Mon 8/29/16	Fri 9/16/16			8/29/16 Apply Acoustic at Ceiling Grid			
414	F/A Finish	0%	15 days	Mon 8/29/16	Fri 9/16/16			8/29/16 F/A Finish			
415	Floor & Wall Tile	0%	10 days	Wed 8/31/16	Tue 9/13/16			8/31/16 Floor & Wall Tile			
416	Ceiling Tiles	0%	10 days	Mon 9/5/16	Fri 9/16/16			9/5/16 Ceiling Tiles			
417	Plumbing Fixtures & Trim	0%	5 days	Wed 9/14/16	Thu 9/15/16			9/14/16 Plumbing Fixtures & Trim			
418	Toilet Partitions & Accessories	0%	7 days	Wed 9/14/16	Thu 9/22/16			9/14/16 Toilet Partitions & Accessories			
419	Flooring	0%	15 days	Wed 9/14/16	Thu 10/4/16			9/14/16 Flooring			
420	Seal Flooring	0%	2 days	Wed 10/26/16	Thu 10/27/16			10/26/16 Seal Flooring			
421	OFCI Equipment	0%	5 days	Wed 10/26/16	Thu 10/27/16			10/26/16 OFCI Equipment			
422	Window Coverings	0%	5 days	Wed 10/26/16	Thu 10/27/16			10/26/16 Window Coverings			
423	Paint Touchup	0%	5 days	Wed 10/26/16	Thu 10/27/16			10/26/16 Paint Touchup			
424	Shelving	0%	5 days	Wed 10/26/16	Thu 10/27/16			10/26/16 Shelving			
425	Pre-Clean	0%	2 days	Wed 10/26/16	Thu 10/27/16			10/26/16 Pre-Clean			
426	Pre-Test Fire Life Safety Systems	0%	5 days	Wed 10/26/16	Thu 10/27/16			10/26/16 Pre-Test Fire Life Safety Systems			
427	Pro-West Punch List	0%	5 days	Fri 10/28/16	Thu 11/3/16			10/28/16 Pro-West Punch List			
428	Architect Punch List	0%	5 days	Fri 10/28/16	Thu 11/3/16			10/28/16 Architect Punch List			
429	4th Level	0%	191 days	Thu 2/11/16	Thu 11/29/16			2/11/16 4th Level			
430	Grid Line and Room Layout	0%	4 days	Thu 2/11/16	Thu 2/18/16			2/11/16 Grid Line and Room Layout			
431	5th Trash Metal Studs	0%	10 days	Wed 2/17/16	Tue 3/1/16			2/17/16 5th Trash Metal Studs			
432	Plumbing Risers	0%	2 days	Wed 2/17/16	Thu 2/18/16			2/17/16 Plumbing Risers			
433	Rough-in Fire Sprinkler Mains & Branches	0%	7 days	Mon 3/27/16	Thu 3/31/16			3/27/16 Rough-in Fire Sprinkler Mains & Branches			
434	Rough-in Plumbing Mains & Branches	0%	7 days	Mon 3/27/16	Thu 3/31/16			3/27/16 Rough-in Plumbing Mains & Branches			
435	Rough-in Elec. Mains & Conduit Branches	0%	7 days	Mon 3/27/16	Thu 3/31/16			3/27/16 Rough-in Elec. Mains & Conduit Branches			
436	Rough-in LV Systems	0%	10 days	Mon 4/18/16	Fri 4/29/16			4/18/16 Rough-in LV Systems			
437	Rough-in Hydronic Mains & Branches	0%	7 days	Mon 4/18/16	Thu 4/28/16			4/18/16 Rough-in Hydronic Mains & Branches			
438	Rough-in Inspection	0%	2 days	Mon 5/2/16	Tue 5/3/16			5/2/16 Rough-in Inspection			
439	Frame Plumbing Carrier Metal Stud Walls	0%	15 days	Wed 5/4/16	Tue 5/24/16			5/4/16 Frame Plumbing Carrier Metal Stud Walls			
440	Frame & Build Shaft Walls	0%	10 days	Wed 5/4/16	Fri 5/14/16			5/4/16 Frame & Build Shaft Walls			
441	Set Door Frames	0%	3 days	Mon 5/9/16	Thu 5/12/16			5/9/16 Set Door Frames			
442	Rough-in Water Lines to Fixtures	0%	3 days	Mon 5/9/16	Thu 5/12/16			5/9/16 Rough-in Water Lines to Fixtures			
443	Head Wall Rough-in	0%	7 days	Wed 5/18/16	Thu 5/26/16			5/18/16 Head Wall Rough-in			

Riverside Public Defender / Probation Building Project
EXHIBIT "F" MASTER PROJECT SCHEDULE

ProWest Constructors

ID	Task Name	% Complete	Duration	Start	Finish	Month	Year
433	Frame Hard Ceilings & Soffits	0%	10 days	Mon 5/25/16	Tue 6/8/16		
434	In-Wall Backing at Plumbing Fixtures	0%	3 days	Fri 5/20/16	Fri 6/2/16		
435	In-Wall Backing at Plumbing Fixtures	0%	3 days	Wed 5/25/16	Fri 6/2/16		
436	In-Wall Equipment Backing	0%	3 days	Wed 5/25/16	Fri 6/2/16		
437	In-Wall Inspection	0%	2 days	Fri 5/27/16	Fri 6/2/16		
438	Install Ceiling Hung Equipment Supports	0%	5 days	Fri 5/27/16	Thu 6/2/16		
439	Rough-In Smoke Containment System	0%	3 days	Fri 5/27/16	Tue 5/31/16		
440	Drywall 1 Side	0%	15 days	Mon 6/20/16	Mon 7/11/16		
441	Mud and Tape Drywall 1 Side	0%	20 days	Tue 6/14/16	Mon 7/11/16		
442	Above Ceiling Inspection	0%	2 days	Fri 6/3/16	Mon 6/6/16		
443	Drywall Hard Ceilings & Soffits	0%	2 days	Fri 6/3/16	Mon 6/6/16		
444	Drywall Inspection	0%	2 days	Tue 6/21/16	Wed 6/22/16		
445	Fire Stop/ Wall Penetrations	0%	7 days	Mon 6/13/16	Mon 6/20/16		
446	Fire Stop/ Wall Penetrations	0%	7 days	Thu 6/23/16	Fri 6/24/16		
447	VME / Overhead Cover Inspection	0%	2 days	Thu 7/7/16	Fri 7/8/16		
448	Install Rated Backboards at Tel/Data and Electrical Rooms	0%	2 days	Thu 7/7/16	Fri 7/8/16		
449	Drywall 2nd Side	0%	15 days	Mon 7/18/16	Fri 8/5/16		
450	Mud and Tape Drywall Ceilings & Walls	0%	12 days	Mon 8/1/16	Tue 8/16/16		
451	Interior Doors & Finish Hardware	0%	10 days	Mon 8/1/16	Fri 8/26/16		
452	Interior Glazing	0%	7 days	Mon 8/15/16	Tue 8/23/16		
453	Prime & Paint Walls & Hard Ceilings	0%	10 days	Mon 8/15/16	Fri 8/26/16		
454	Finish Smoke Containment System	0%	10 days	Mon 8/15/16	Fri 8/26/16		
455	Subtest Electrical SIG & Conduit Rooms	0%	20 days	Mon 8/8/16	Fri 9/2/16		
456	Subtest Electrical SIG & Conduit Rooms	0%	20 days	Mon 8/8/16	Fri 9/2/16		
457	Acoustical Grid & Seismic Bracing	0%	20 days	Mon 8/22/16	Fri 9/16/16		
458	Waterproof Vm Areas	0%	20 days	Mon 8/22/16	Fri 9/16/16		
459	Waterproof Vm Areas	0%	2 days	Mon 8/29/16	Tue 9/20/16		
460	Fire Sprinkler Heads at Ceiling	0%	15 days	Mon 8/29/16	Fri 9/16/16		
461	HVAC Diffusers & Registers	0%	7 days	Mon 8/29/16	Tue 9/6/16		
462	Terminate BMS & Program	0%	15 days	Mon 8/29/16	Fri 9/16/16		
463	Light Fixtures at Ceiling Grid	0%	10 days	Mon 8/29/16	Fri 9/16/16		
464	F/A Finish	0%	15 days	Mon 8/29/16	Fri 9/16/16		
465	Floor & Wall Tile	0%	10 days	Wed 8/31/16	Tue 9/13/16		
466	Ceiling Tiles	0%	10 days	Wed 8/31/16	Tue 9/13/16		
467	Plumbing Fixtures & Trim	0%	5 days	Mon 9/5/16	Fri 9/16/16		
468	Plumbing Fixtures & Trim	0%	5 days	Wed 9/7/16	Fri 9/16/16		
469	Flashed Partitions & Accessories	0%	5 days	Wed 9/7/16	Fri 9/16/16		
470	Flashed Partitions & Accessories	0%	15 days	Wed 9/14/16	Thu 10/4/16		
471	Division 10 Accessories	0%	10 days	Fri 9/23/16	Thu 10/6/16		
472	Seal Flooring	0%	2 days	Wed 10/5/16	Thu 10/6/16		
473	OFCI Equipment	0%	5 days	Fri 10/7/16	Thu 10/13/16		
474	Window Coverings	0%	5 days	Wed 10/5/16	Tue 10/11/16		
475	Paint Touchup	0%	5 days	Wed 10/5/16	Tue 10/11/16		
476	Inspection	0%	2 days	Wed 10/12/16	Thu 10/13/16		
477	Pre-Clean	0%	5 days	Wed 10/12/16	Thu 10/28/16		
478	Pre-Test Fire Life Safety Systems	0%	5 days	Wed 10/12/16	Thu 10/28/16		
479	Architect Punch List	0%	5 days	Wed 10/12/16	Thu 10/28/16		
480	Architect Punch List	0%	5 days	Wed 10/12/16	Thu 10/28/16		
481	8th Level	0%	187 days	Wed 2/17/16	Thu 11/24/16		
482	Grid Line and Room Layout	0%	4 days	Wed 2/17/16	Mon 2/22/16		
483	Slp Track Metal Studs	0%	10 days	Tue 2/23/16	Mon 3/7/16		
484	Plumbing Risers	0%	10 days	Tue 3/8/16	Mon 3/21/16		
485	Rough-In Fire Sprinkler Mains & Branches	0%	7 days	Tue 3/8/16	Wed 3/16/16		
486	Rough-In Plumbing Mains & Branches	0%	10 days	Tue 3/8/16	Wed 3/16/16		
487	Rough-In Ductwork	0%	10 days	Mon 4/18/16	Fri 4/29/16		
488	Rough-In Elec. Mains & Conduit Branches	0%	10 days	Mon 4/18/16	Fri 4/29/16		
489	Rough-In LV Systems	0%	7 days	Mon 4/18/16	Tue 4/26/16		
490	Rough-In Hydronic Mains & Branches	0%	2 days	Mon 5/2/16	Tue 5/3/16		
491	Rough-In Hydronic Mains & Branches	0%	15 days	Wed 5/4/16	Tue 5/24/16		
492	Metal Stud Framing	0%	3 days	Wed 5/4/16	Tue 5/24/16		
493	Frame Plumbing Carrier Metal Stud Walls	0%	10 days	Wed 5/4/16	Fri 5/17/16		
494	Frame & Build Shaft Walls	0%	3 days	Mon 5/30/16	Wed 5/11/16		
495	Set Plumbing Fixture Carriers	0%	5 days	Mon 5/30/16	Fri 5/13/16		
496	Rough-In Water Lines to Fixtures	0%	7 days	Wed 5/18/16	Thu 5/26/16		
497	Set Door Frames	0%	7 days	Wed 5/18/16	Thu 5/26/16		
498	Head VME Rough-In	0%	10 days	Wed 5/18/16	Fri 6/7/16		
499	Frame Hard Ceilings & Soffits	0%	5 days	Fri 5/27/16	Thu 6/2/16		
500	Install Elevator Upgrades at 5th Level Lobby	0%	3 days	Wed 5/25/16	Thu 6/2/16		
501	In-Wall Backing at Plumbing Fixtures	0%	2 days	Fri 5/27/16	Mon 5/30/16		
502	In-Wall Equipment Backing	0%	2 days	Fri 5/27/16	Mon 5/30/16		
503	In-Wall Equipment Backing	0%	2 days	Fri 5/27/16	Mon 5/30/16		
504	Install Ceiling Hung Equipment Supports	0%	5 days	Fri 5/27/16	Thu 6/2/16		

Summary

Milestone

Progress

Task

Critical

Legend:

ProWest Constructors
EDA Public Defender Cont. Schd. 8.06.15

Riverside Public Defender / Probation Building Project
Riverside, CA

Project Summary

7 of 12
Thu 5/6/15
Duration in Working Days

Riverside Public Defender / Probation Building Project
EXHIBIT "F" - MASTER PROJECT SCHEDULE

ID	Task Name	% Complete	Duration	Start	Finish	2015	2016	Summary	Milestone	Project Summary
						J	A	M	J	A
505	Rough-In Smoke Containment System	0%	3 days	Fri 5/27/16	Tue 5/31/16					
506	Drywall 1 Side	0%	15 days	Mon 6/20/16	Mon 7/18/16					
507	Mud and Tape Drywall 1 Side	0%	20 days	Fri 6/3/16	Mon 6/28/16					
508	Above Ceiling Inspection	0%	15 days	Fri 6/3/16	Mon 6/28/16					
509	Drywall Head Ceilings & soffits	0%	2 days	Tue 6/22/16	Wed 6/22/16					
510	Drywall Inspection	0%	7 days	Tue 6/28/16	Fri 7/1/16					
511	Fire Stop Wall Penetrations	0%	2 days	Thu 7/7/16	Thu 7/7/16					
512	Insulate Walls	0%	2 days	Thu 7/7/16	Thu 7/7/16					
513	Wall / Overhead Cover Inspection	0%	15 days	Mon 7/18/16	Tue 8/1/16					
514	Install Rigid Backboards at Tel/Data and Electrical Rooms	0%	12 days	Mon 8/1/16	Fri 8/5/16					
515	Drywall 2nd Side	0%	7 days	Mon 8/1/16	Fri 8/5/16					
516	Install Doors & Finish Hardware	0%	7 days	Mon 8/1/16	Fri 8/5/16					
517	Interior Glazing	0%	10 days	Mon 8/1/16	Fri 8/5/16					
518	Prime & Paint Walls & Head Ceilings	0%	10 days	Mon 8/1/16	Fri 8/5/16					
519	Buildout Electrical SIO & Comm Rooms	0%	20 days	Mon 8/8/16	Fri 9/2/16					
520	Head Wall Finishes	0%	20 days	Mon 8/22/16	Fri 9/16/16					
521	Acoustical Grid & Seismic Bracing	0%	20 days	Mon 8/29/16	Fri 9/23/16					
522	Milwork & Trim	0%	15 days	Mon 8/29/16	Fri 9/16/16					
523	Waterproof VMT Areas	0%	7 days	Mon 8/29/16	Fri 9/16/16					
524	Fire Sprinkler Heads at Ceiling	0%	15 days	Mon 8/29/16	Fri 9/16/16					
525	HVAC Diffusers & Registers	0%	15 days	Mon 8/29/16	Fri 9/16/16					
526	Terminate BMS & Program	0%	10 days	Mon 8/29/16	Fri 9/16/16					
527	Light Fixtures at Ceiling Grid	0%	10 days	Mon 8/29/16	Fri 9/16/16					
528	FFA Finish	0%	10 days	Mon 8/29/16	Fri 9/16/16					
529	Tile & Wall Tile	0%	10 days	Mon 8/29/16	Fri 9/16/16					
530	Plumb Fixtures & Trim	0%	5 days	Wed 9/7/16	Thu 9/14/16					
531	Toilet Partitions & Accessories	0%	15 days	Wed 9/14/16	Thu 10/4/16					
532	Flooring	0%	2 days	Wed 10/5/16	Thu 10/13/16					
533	Division 10 Accessories	0%	5 days	Wed 10/5/16	Thu 10/13/16					
534	Seal Flooding	0%	5 days	Wed 10/5/16	Thu 10/13/16					
535	Window Coverings	0%	5 days	Wed 10/5/16	Thu 10/13/16					
536	Paint Touchup	0%	5 days	Wed 10/5/16	Thu 10/13/16					
537	Inspection	0%	5 days	Wed 10/5/16	Thu 10/13/16					
538	Signage	0%	5 days	Wed 10/5/16	Thu 10/13/16					
539	Pre-Test Fire Life Safety Systems	0%	5 days	Wed 10/5/16	Thu 10/13/16					
540	ProWest Punch List	0%	5 days	Wed 10/5/16	Thu 10/13/16					
541	Architect Punch List	0%	5 days	Wed 10/5/16	Thu 10/13/16					
542	8th Level	0%	183 days	Fri 10/27/16	Thu 11/13/16					
543	Grid Line and Room Layout	0%	4 days	Tue 2/23/16	Fri 2/26/16					
544	Slip Track Metal Studs	0%	10 days	Mon 2/29/16	Fri 3/11/16					
545	Plumbing Risers	0%	7 days	Mon 3/14/16	Fri 3/25/16					
546	Rough-In Fire Sprinkler Mains & Branches	0%	7 days	Mon 3/14/16	Fri 3/25/16					
547	Rough-In Plumbing Mains & Branches	0%	7 days	Mon 3/14/16	Fri 3/25/16					
548	Rough-In Ductwork	0%	10 days	Mon 4/18/16	Fri 4/29/16					
549	Rough-In LV Systems & Conduit Branches	0%	7 days	Mon 4/18/16	Fri 4/29/16					
550	Rough-In Hydronic Mains & Branches	0%	7 days	Mon 4/18/16	Fri 4/29/16					
551	Rough-In Inspection	0%	2 days	Mon 4/18/16	Tue 4/26/16					
552	Metal Stud Framing	0%	15 days	Mon 5/2/16	Tue 5/3/16					
553	Frame Plumbing Carrier Metal Stud Walls	0%	3 days	Wed 5/4/16	Tue 5/24/16					
554	Frame & Build Shaft Walls	0%	3 days	Wed 5/4/16	Tue 5/24/16					
555	Set Plumbing Fixture Carriers	0%	5 days	Mon 5/9/16	Wed 5/11/16					
556	Set Plumbing Fixture Carriers	0%	7 days	Mon 5/9/16	Fri 5/13/16					
557	Set Door Frames	0%	10 days	Wed 5/18/16	Thu 5/28/16					
558	Head Wall Rough-In	0%	5 days	Wed 5/25/16	Thu 6/2/16					
559	Frame Head Ceilings & soffits	0%	3 days	Wed 5/25/16	Fri 5/27/16					
560	In-Wall Backing at Plumbing Fixtures	0%	2 days	Fri 5/27/16	Mon 5/30/16					
561	In-Wall Equipment Backing	0%	3 days	Fri 5/27/16	Mon 5/30/16					
562	In-Wall Inspection	0%	5 days	Fri 5/27/16	Mon 5/30/16					
563	Install Ceiling Hung Equipment Supports	0%	3 days	Fri 5/27/16	Mon 5/30/16					
564	Drywall 1 Side	0%	15 days	Tue 5/31/16	Mon 6/20/16					
565	Mud and Tape Drywall 1 Side	0%	20 days	Fri 6/3/16	Mon 6/28/16					
566	Above Ceiling Inspection	0%	15 days	Mon 6/13/16	Wed 6/23/16					
567	Drywall Head Ceilings & soffits	0%	2 days	Tue 6/22/16	Wed 6/22/16					
568	Drywall Inspection	0%	2 days	Tue 6/22/16	Wed 6/22/16					

Task Legend: Critical (Red), Milestone (Green), Summary (Blue), Progress (Yellow)

Task Summary: Riverside Public Defender / Probation Building Project
Riverside, CA.

Project Summary: 8 of 12
Thu 8/6/15
Duration in Working Days

Riverside Public Defender / Probation Building Project
EXHIBIT "F" MASTER PROJECT SCHEDULE

DRAFT

ID	Task Name	% Complete	Duration	Start	Finish
577	Fire Stop Wall Penetrations	0%	7 days	Tue 8/26/16	Wed 7/6/16
578	Insulate Walls	0%	7 days	Thu 7/7/16	Fri 8/5/16
579	Wall / Overhead Cover Inspection	0%	2 days	Thu 7/7/16	Fri 7/8/16
580	Install Rated Backboards at Tel/Data and Electrical Rooms	0%	2 days	Thu 7/7/16	Fri 7/8/16
581	Install Rated Backboards at Tel/Data and Electrical Rooms	0%	15 days	Mon 7/18/16	Fri 8/5/16
582	Mud and Tape Drywall Ceilings & Walls	0%	10 days	Mon 8/1/16	Tue 8/16/16
583	Install Doors & Finish Hardware	0%	10 days	Mon 8/1/16	Fri 8/26/16
584	Interior Glazing	0%	7 days	Mon 8/15/16	Tue 8/23/16
585	Prime & Paint Walls & Hard Ceilings	0%	10 days	Mon 8/15/16	Fri 8/26/16
586	Finish Smoke Containment System	0%	10 days	Mon 8/15/16	Fri 8/26/16
587	Buildout Electrical E.G. & Comm Rooms	0%	20 days	Mon 8/8/16	Fri 9/2/16
588	Head Wall Finishes	0%	10 days	Mon 8/22/16	Fri 9/2/16
589	Acoustical Grid & Sismic Bracing	0%	20 days	Mon 8/22/16	Fri 9/16/16
590	Milwork & Trim	0%	20 days	Mon 8/22/16	Fri 9/16/16
591	Waterproof Wet Areas	0%	20 days	Mon 8/22/16	Fri 9/16/16
592	Waterproof Wet Areas Ceiling	0%	20 days	Mon 8/22/16	Fri 9/16/16
593	HVAC Diffusers & Registers	0%	15 days	Mon 8/29/16	Fri 9/16/16
594	Terminate BMS & Program	0%	7 days	Mon 8/29/16	Tue 9/13/16
595	Light Fixtures at Ceiling Grid	0%	15 days	Mon 8/29/16	Fri 9/16/16
596	F/A Finish	0%	10 days	Mon 8/29/16	Fri 9/16/16
597	Floor & Wall Tile	0%	10 days	Wed 9/7/16	Fri 9/16/16
598	Callling Tiles	0%	5 days	Wed 9/7/16	Tue 9/13/16
599	Plumbing Fixtures & Trim	0%	7 days	Wed 9/7/16	Tue 9/13/16
600	Plumbing Fixtures & Accessories	0%	10 days	Wed 9/7/16	Tue 9/13/16
601	Flooring	0%	10 days	Wed 9/7/16	Tue 9/13/16
602	Division 10 Accessories	0%	10 days	Wed 9/7/16	Tue 9/13/16
603	Window Coverings	0%	10 days	Wed 9/7/16	Tue 9/13/16
604	Window Coverings	0%	10 days	Wed 9/7/16	Tue 9/13/16
605	Paint Touchup	0%	2 days	Fri 10/1/16	Thu 10/6/16
606	Signage	0%	5 days	Fri 10/1/16	Thu 10/6/16
607	Inspection	0%	2 days	Wed 10/12/16	Thu 10/20/16
608	Pre-Clean	0%	5 days	Fri 10/14/16	Thu 10/19/16
609	Pre-Test Fire Life Safety Systems	0%	5 days	Fri 10/14/16	Thu 10/19/16
610	Pre-Test Fire Life Safety Systems	0%	5 days	Fri 10/14/16	Thu 10/19/16
611	Architect Punch List	0%	5 days	Fri 10/14/16	Thu 10/19/16
612	Architect Punch List	0%	5 days	Fri 10/22/16	Thu 10/27/16
613	7th Level	0%	17 days	Mon 8/22/16	Thu 10/27/16
614	Grid Line and Room Layout	0%	10 days	Fri 3/4/16	Thu 3/11/16
615	Plumbing Risers	0%	7 days	Fri 3/18/16	Mon 3/22/16
616	Rough-In Fire Sprinkler Mains & Branches	0%	7 days	Fri 3/18/16	Mon 3/22/16
617	Rough-In Plumbing Mains & Branches	0%	7 days	Fri 3/18/16	Mon 3/22/16
618	Rough-In Plumbing Mains & Branches	0%	7 days	Fri 3/18/16	Mon 3/22/16
619	Rough-In Ductwork	0%	10 days	Mon 4/18/16	Fri 4/29/16
620	Rough-In Elec. Mains & Conduit Branches	0%	10 days	Mon 4/18/16	Fri 4/29/16
621	Rough-In LV Systems	0%	7 days	Mon 4/18/16	Tue 4/26/16
622	Rough-In Hydronic Mains & Branches	0%	7 days	Mon 4/18/16	Tue 4/26/16
623	Rough-In Framing	0%	2 days	Mon 5/9/16	Tue 5/17/16
624	Metal Stud Framing	0%	2 days	Mon 5/9/16	Tue 5/17/16
625	Frame Plumbing Camera Metal Stud Walls	0%	15 days	Mon 5/9/16	Thu 6/3/16
626	Frame & Build Shaft Walls	0%	10 days	Wed 5/4/16	Fri 5/14/16
627	Set Door Frames	0%	10 days	Wed 5/4/16	Fri 5/14/16
628	Rough-In Water Lines to Fixtures	0%	3 days	Mon 5/9/16	Wed 5/11/16
629	Set Door Frames	0%	5 days	Mon 5/9/16	Wed 5/11/16
630	Head Wall Rough-In	0%	7 days	Wed 5/18/16	Thu 5/26/16
631	Frame Hard Ceilings & Soffits	0%	7 days	Wed 5/18/16	Thu 5/26/16
632	Install Elevator Upgrades at 7th Level Lobby	0%	10 days	Wed 5/18/16	Thu 5/26/16
633	In-Wall Backing at Plumbing Fixtures	0%	3 days	Fri 5/27/16	Thu 6/2/16
634	In-Wall Equipment Backing	0%	3 days	Wed 5/25/16	Thu 5/27/16
635	In-Wall Inspection	0%	2 days	Wed 5/25/16	Thu 5/27/16
636	Install Ceiling Hung Equipment Supports	0%	3 days	Fri 5/27/16	Thu 6/2/16
637	Finish Smoke Containment System	0%	3 days	Fri 5/27/16	Thu 6/2/16
638	Mud and Tape Drywall 1 Side	0%	15 days	Tue 5/31/16	Mon 6/20/16
639	Above Ceiling Inspection	0%	2 days	Tue 6/14/16	Mon 6/14/16
640	Drywall Hard Ceilings & Soffits	0%	2 days	Fri 6/3/16	Mon 6/14/16
641	Drywall Inspection	0%	15 days	Tue 6/7/16	Mon 6/27/16
642	Fire Stop Wall Penetrations	0%	2 days	Tue 6/28/16	Wed 7/6/16
643	Insulate Walls	0%	7 days	Tue 6/28/16	Wed 7/6/16
644	Wall / Overhead Cover Inspection	0%	2 days	Thu 7/7/16	Fri 7/8/16
645	Install Rated Backboards at Tel/Data and Electrical Rooms	0%	2 days	Thu 7/7/16	Fri 7/8/16
646	Drywall 2nd Side	0%	15 days	Mon 8/1/16	Fri 8/5/16
647	Mud and Tape Drywall Ceilings & Walls	0%	12 days	Mon 8/1/16	Tue 8/16/16
648	Mud and Tape Drywall Ceilings & Walls	0%	12 days	Mon 8/1/16	Tue 8/16/16

LEGEND:

- Critical
- Milestone
- Summary
- Task
- Progress

Riverside Public Defender / Probation Building Project
Riverside, CA.

Project Summary
 Milestone
 Summary
 Task
 Progress

ID	Task Name	% Complete	Duration	Start	Finish	Summary
649	Install Doors & Finish Hardware	0%	10 days	Fri 8/25/16	Fri 9/2/16	81649
650	Interior Ceiling	0%	10 days	Mon 8/15/16	Tue 8/23/16	81650
651	Prime & Paint Walls & Hard Ceilings	0%	10 days	Mon 8/15/16	Fri 8/26/16	81651
652	Finish Smoke Containment System	0%	10 days	Mon 8/15/16	Fri 8/26/16	81652
653	Buildout Electrical S/G & Comm Rooms	0%	20 days	Mon 8/15/16	Fri 9/2/16	81653
654	Head Wall Finishes	0%	10 days	Mon 8/22/16	Fri 9/16/16	82214
655	Acoustical Grid & Seismic Bracing	0%	20 days	Mon 8/22/16	Fri 9/16/16	82215
656	Milwork & Trim	0%	2 days	Mon 8/29/16	Tue 9/5/16	82916
657	Waterproof VMI Areas	0%	7 days	Mon 8/29/16	Fri 9/16/16	82917
658	Fire Sprinkler Heads at Ceiling	0%	15 days	Mon 8/29/16	Fri 9/16/16	82918
659	HVAC Diffusers & Registers	0%	10 days	Mon 8/29/16	Fri 9/16/16	82919
660	Terminate BMS & Programs	0%	10 days	Mon 8/29/16	Fri 9/16/16	82920
661	Light Fixtures at Ceiling Grid	0%	10 days	Mon 8/29/16	Fri 9/16/16	82921
662	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82922
663	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82923
664	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82924
665	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82925
666	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82926
667	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82927
668	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82928
669	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82929
670	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82930
671	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82931
672	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82932
673	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82933
674	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82934
675	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82935
676	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82936
677	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82937
678	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82938
679	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82939
680	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82940
681	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82941
682	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82942
683	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82943
684	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82944
685	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82945
686	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82946
687	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82947
688	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82948
689	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82949
690	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82950
691	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82951
692	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82952
693	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82953
694	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82954
695	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82955
696	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82956
697	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82957
698	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82958
699	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82959
700	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82960
701	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82961
702	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82962
703	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82963
704	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82964
705	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82965
706	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82966
707	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82967
708	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82968
709	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82969
710	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82970
711	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82971
712	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82972
713	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82973
714	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82974
715	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82975
716	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82976
717	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82977
718	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82978
719	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82979
720	Final VMI Areas	0%	10 days	Mon 8/29/16	Fri 9/16/16	82980

LEGEND: Critical (Red), Task (Blue), Progress (Green), Milestone (Yellow), Summary (Grey)

Riverside Public Defender / Probation Building Project
Riverside, CA

ProWest Constructors
EDA Public Defender Cont. Sched. 8.06.15

10 of 12
Thu 8/06/15
Durban in Waiting Days

Riverside Public Defender / Probation Building Project
EXHIBIT "F" MASTER PROJECT SCHEDULE

ID	Task Name	% Complete	Duration	Start	Finish	2015	2016
721	Head Wall Finishes	0%	10 days	Mon 8/22/16	Fri 9/2/16		
722	Acoustical Grid & Seismic Bracing	0%	20 days	Mon 8/22/16	Fri 9/16/16		
723	Milwork & Trim	0%	20 days	Mon 8/22/16	Fri 9/16/16		
724	Waterproof Wk Areas	0%	15 days	Mon 8/29/16	Tue 9/6/16		
725	File Sprinkler Heads at Ceiling	0%	7 days	Mon 8/29/16	Fri 9/9/16		
726	HVAC Diffusers & Registers	0%	15 days	Mon 8/29/16	Fri 9/16/16		
727	Terminate BMS & Program	0%	10 days	Mon 8/29/16	Fri 9/9/16		
728	Light Fixtures at Ceiling Grid	0%	15 days	Mon 8/29/16	Fri 9/16/16		
729	F/A Finish	0%	10 days	Wed 8/31/16	Tue 9/13/16		
730	Floor & Wall Tile	0%	5 days	Mon 9/5/16	Fri 9/9/16		
731	PREC Install DAC (Amplification System) Apparatus	0%	10 days	Mon 9/5/16	Fri 9/16/16		
732	Ceiling Tiles	0%	10 days	Wed 9/7/16	Mon 9/13/16		
733	Plumbing Fixtures & Trim	0%	15 days	Wed 9/7/16	Mon 9/13/16		
734	Toilet Partitions & Accessories	0%	15 days	Wed 9/7/16	Mon 9/13/16		
735	Flooring	0%	10 days	Fri 9/9/16	Thu 9/22/16		
736	Paint	0%	10 days	Fri 9/9/16	Thu 9/22/16		
737	Seal Flooding	0%	2 days	Wed 10/5/16	Thu 10/6/16		
738	Office Equipment	0%	5 days	Fri 10/7/16	Thu 10/13/16		
739	Window Coverings	0%	5 days	Wed 10/5/16	Thu 10/11/16		
740	Paint Touchup	0%	5 days	Wed 10/5/16	Tue 10/11/16		
741	Inspection	0%	2 days	Wed 10/12/16	Thu 10/13/16		
742	Signage	0%	5 days	Wed 10/5/16	Thu 10/11/16		
743	Pre-Clean	0%	5 days	Fri 10/14/16	Thu 10/18/16		
744	Pre-Test Fire Life Safety Systems	0%	5 days	Wed 10/20/16	Thu 10/18/16		
745	Pre-Test Fire Life Safety Systems	0%	5 days	Fri 10/21/16	Thu 10/18/16		
746	Architect Punch List	0%	5 days	Fri 10/21/16	Thu 10/18/16		
747	Elavator	0%	17 days	Fri 10/21/16	Thu 11/11/16		
748	Roofing	0%	85 days	Tue 2/2/16	Wed 4/13/16		
749	Final Prep Roof Decks	0%	7 days	Tue 2/2/16	Wed 4/13/16		
750	Install Wood Cap at Parapets	0%	3 days	Thu 2/11/16	Wed 4/13/16		
751	Install Misc. Flashings, Parapet Caps, and Curb Pans, three Levels	0%	10 days	Thu 2/11/16	Mon 2/29/16		
752	Install Crickets/Insulation	0%	10 days	Tue 2/16/16	Mon 3/14/16		
753	Install Roofing Membrane, three Levels	0%	15 days	Tue 3/15/16	Mon 4/6/16		
754	Boots and Counter Flashing at MEP's, Parapet Caps and Mech Curb	0%	7 days	Tue 4/5/16	Wed 4/13/16		
755	Curtain Wall and Glazing	0%	66 days	Wed 3/30/16	Wed 6/8/16		
756	Levels 2 thru 8	0%	8 days	Wed 3/30/16	Wed 4/13/16		
757	Erect Scaffolding	0%	7 days	Fri 4/1/16	Mon 4/11/16		
758	Install SSK Cling Flashing	0%	2 days	Tue 4/12/16	Wed 4/13/16		
759	Install Waterproofing	0%	10 days	Tue 4/12/16	Thu 4/21/16		
760	Install Window Framing/Glazing/Shade Systems	0%	5 days	Fri 4/15/16	Mon 4/25/16		
761	Caulk and Seal	0%	7 days	Fri 4/22/16	Mon 4/25/16		
762	Dismantle Scaffold	0%	2 days	Tue 6/14/16	Fri 6/10/16		
763	Frame out 1st Level Exterior Third Walls	0%	30 days	Fri 4/22/16	Mon 6/13/16		
764	Install Plywood at 1st Level Exterior Third Walls	0%	7 days	Fri 6/3/16	Mon 6/13/16		
765	Install Set Clips	0%	2 days	Fri 4/15/16	Fri 6/10/16		
766	Install Window Flashing	0%	7 days	Fri 4/22/16	Mon 4/25/16		
767	Install Waterproofing	0%	3 days	Tue 4/20/16	Mon 4/25/16		
768	Install Window Flashing	0%	3 days	Fri 6/10/16	Thu 4/29/16		
769	Install Window Flashing	0%	3 days	Fri 6/10/16	Tue 5/10/16		
770	Install Window Flashing	0%	20 days	Wed 5/11/16	Tue 6/7/16		
771	Caulk and Seal	0%	3 days	Wed 6/30/16	Fri 6/10/16		
772	Exterior Facade Level 1	0%	128 days	Thu 4/14/16	Thu 10/6/16		
773	Install New and Repair Exterior Soffit Framing	0%	10 days	Thu 4/14/16	Wed 4/27/16		
774	Install New and Repair Plaster at Exterior Soffit	0%	10 days	Thu 4/20/16	Wed 5/11/16		
775	Install Metal Privacy Paneling and Fence Supports at 2nd Level Deck	0%	15 days	Fri 6/3/16	Thu 6/23/16		
776	Prep and Paint Existing Fencing and Privacy Paneling	0%	5 days	Fri 6/24/16	Thu 6/30/16		
777	Exterior Facade Levels 2 thru 8	0%	12 days	Wed 9/21/16	Thu 10/6/16		
778	Repair Plaster all Elevations	0%	69 days	Fri 4/1/16	Wed 6/22/16		
779	Electromechanical System	0%	19 days	Fri 4/1/16	Wed 6/22/16		
780	Final	0%	116 days	Wed 7/6/16	Wed 12/14/16		
781	Test and Commission	0%	11 days	Wed 7/6/16	Wed 7/28/16		
782	Final	0%	3 days	Wed 7/6/16	Fri 7/8/16		
783	Elevator Licensing	0%	3 days	Wed 7/6/16	Fri 7/8/16		
784	Chlorination and Water Balance	0%	11 days	Wed 7/6/16	Wed 10/6/16		
785	Flush Domestic Water	0%	2 days	Wed 9/21/16	Thu 9/22/16		
786	Test & Approve Domestic Water System	0%	4 days	Fri 9/23/16	Wed 10/5/16		
787	HVAC Equipment	0%	14 days	Mon 9/26/16	Thu 10/13/16		
788	Air Test and Balance	0%	10 days	Mon 9/26/16	Thu 10/13/16		
789	Water Balance	0%	10 days	Mon 9/26/16	Thu 10/13/16		
790	Commission HVAC System	0%	10 days	Fri 9/30/16	Thu 10/13/16		

LEGEND: Critical Task Progress Milestone Summary Project Summary

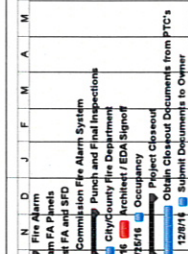
Riverside Public Defender / Probation Building Project
Riverside, CA

11 of 12
Thu 9/8/15
Duration in Working Days

Riverside Public Defender / Probation Building Project
EXHIBIT "F" MASTER PROJECT SCHEDULE

DRAFT

ID	Task Name	% Complete	Duration	Start	Finish
793	Fire Alarm	0%	23 days	Mon 9/28/16	Wed 10/26/16
794	Program FA Panels	0%	3 days	Mon 9/20/16	Wed 9/20/16
795	Test FA and SFC Alarm System	0%	10 days	Thu 10/13/16	Wed 10/26/16
796	Punch and Final Inspections	0%	25 days	Thu 10/27/16	Thu 12/1/16
797	City/County Fire Department	0%	5 days	Thu 10/27/16	Wed 11/2/16
798	Architect / EDA Signoff	0%	10 days	Fri 11/11/16	Thu 11/24/16
800	Occupancy	0%	5 days	Fri 11/25/16	Thu 12/1/16
801	Project Closeout	0%	35 days	Thu 10/27/16	Wed 12/14/16
802	Obtain Closeout Documents from PTC's	0%	30 days	Thu 10/27/16	Wed 12/7/16
803	Submit Documents to Owner	0%	5 days	Thu 12/9/16	Wed 12/14/16



PROWEST

CONSTRUCTORS

RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "G" PROPERTY DESCRIPTION

Property Address: 4075 Main Street, Riverside CA. 92510

Project Number: FM08240003992

Property Description: Latitude 33 (degrees) 58' 54.79" N; Longitude 117 (degrees) 22' 36.69" W
Elevation 848



PROWESTTM

CONSTRUCTORS

RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "H" REIMBURSABLE EXPENSES SCHEDULE

Reimbursable costs are to include Postage & Delivery, Document Reproduction & Printing, CAD Services as requested of ProWest by the County of Riverside and Cost of setting up the electronic program management system, (Blue Beam) per 2.1.19. These costs will be billed monthly as they are incurred with detailed backup provided.

Reimbursable Expenses Not to Exceed \$65,000

PROWESTTM

CONSTRUCTORS

RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "I" INVOICE FOR PAYMENT FORM

I.a Preconstruction Phase Invoice

I.b Reimbursable Expense Spreadsheet

I.c Construction Phase Invoice



Owner: County of Riverside Economic Development Agency
Project: Riverside Public Defender/Probation Building
Project No: FM08240003992
Authorization No: N/A
Billing Period: March 2015
Billing Date: March 31, 2015
Invoice No.: 1 PC

Attention: Dominick Lombardi, Project Manager
 Riverside Economic Development Agency
 3403 10th Street, Suite 400
 Riverside, CA 92501

PRECONSTRUCTION SERVICES BILLING

ITEM NO.	DESCRIPTION	CONTRACT VALUE	TOTAL BILLINGS TO DATE	PREVIOUS BILLINGS	% COMPLETE	CURRENT BILLINGS	TOTAL REMAINING
10	PRECONSTRUCTION SERVICES						
*	Preconstruction Services	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	SUBTOTAL PRECONSTRUCTION SERVICES	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
20	PRECONSTRUCTION REIMBURSABLES:						
*	Postage and Delivery	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
*	Document Reproduction & Printing	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	SUBTOTAL PRECONSTRUCTION REIMBURSABLES	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
30	TOTAL PRECONSTRUCTION SERVICES & PRECONSTRUCTION REIMBURSABLES TO DATE	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00

TOTAL PAYMENT DUE THIS MONTH:

\$0.00

Signed:

Randy Craig, President
 ProWest PCII, Inc. dba ProWest Constructors
 22710 Palomar Street
 Wildomar, CA 92595
 951-678-1038 fax 951-678-1034

ProWest Constructors
EDA Public Defender/Probation Bldg.
Reimbursable Billing
 April 2015

<u>Date</u>	<u>Invoice No.</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
OE 17 Printing & Reproduction				
04/16/2015	8020005	ARC	Half size set black/white set	\$80.71
04/24/2015	8021991	ARC	(5) half size sets of drawings	\$578.94
04/24/2015	92298	Marathon Repro	Half size set of drawings	\$174.83
04/24/2015	92242	Marathon Repro	Full size set & half size set of drawings	\$49.57
Total OE 17 Printing & Reproduction				\$884.05
OE 28 Express Mail/Messenger				
04/20/2015	2799994	Golden State	Express mail delivery	\$33.72
Total OE 28 Express Mail/Messenger				\$33.72
Total Preconstruction Reimbursables for March 2015				\$917.77
PREVIOUS BILLINGS FOR PRECONSTRUCTION REIMBURSABLE EXPENSES:				
*		March 2015		\$1,390.22
*		*		*
TOTAL PRECONSTRUCTION REIMBURSABLES BILLED TO DATE				\$2,307.99

1. b

PROWEST CONSTRUCTORS

Owner: Riverside County Economic Development Agency
 Project: Riverside Public Defenders/Probation Building Project
 Project No: FM08240003992

Attention: Dominick Lombardi, Project Manager
 Riverside County Economic Development Agency
 Riverside Public Defenders/Probation Building
 3403 10th Street, Suite 400
 Riverside, CA 92501

Billing Period: Month Year
 Billing Date: Month Day, Year
 Invoice No.: 1 CM

CONSTRUCTION MANAGEMENT BILLING

ITEM NO.	DESCRIPTION	CONTRACT VALUE	TOTAL BILLINGS TO DATE	PREVIOUS BILLINGS	% COMPLETE	CURRENT BILLINGS	TOTAL REMAINING
CONSTRUCTION MANAGEMENT BILLING:							
10	Construction Management Fee *	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
20	General Conditions **	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	Subtotal Construction Management Billing	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	*	*	*	*	*	*	*
30	TOTAL CONSTRUCTION MANAGEMENT BILLING	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00

TOTAL PAYMENT DUE THIS MONTH:

\$0.00

Signed:

 Randy Craig, President
 ProWest PCM, Inc.
 22710 Palomar Street
 Wildomar, CA 92595
 951-678-1038 fax 951-678-1034

1.c

PROWEST™

CONSTRUCTORS

RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "J" PROJECTED PAYMENT SCHEDULE

Preconstruction Phase

Preconstruction Services Fee		\$167,342.00 (FIXED)
March 31, 2015	\$27,890.00	
April 30, 2015	\$27,890.00	
May 31, 2015	\$27,890.00	
June 30, 2015	\$27,890.00	
July 31, 2015	\$27,890.00	
August 31, 2015	\$27,892.00	
	\$167,342.00	

Construction Phase

* Construction Management Fee		\$485,000.00 (FIXED)
Month 1	\$48,500.00	
Month 2	\$48,500.00	
Month 3	\$48,500.00	
Month 4	\$48,500.00	
Month 5	\$48,500.00	
Month 6	\$48,500.00	
Month 7	\$48,500.00	
Month 8	\$48,500.00	
Month 9	\$48,500.00	
Month 10	\$24,250.00	
Month 11	\$24,250.00	
	\$485,000.00	
* General Conditions		\$749,000.00 (MONTHLY)
Month 1	\$68,091.00	
Month 2	\$68,091.00	
Month 3	\$68,091.00	
Month 4	\$68,091.00	
Month 5	\$68,091.00	
Month 6	\$68,091.00	
Month 7	\$68,091.00	
Month 8	\$68,091.00	
Month 9	\$68,091.00	
Month 10	\$68,091.00	
Month 11	\$68,090.00	
	\$749,000.00	
* Reimbursables	\$65,000	

\$749,000 is based on an estimated construction duration of 9 months with 2 months of closeout. Current schedule shows General Conditions billing starting in the middle of Aug. 2015 and completing in July of 2016.

ADDITIONAL GENERAL CONDITIONS: Cost per month beyond the estimated 11 month duration for the project will be \$68,091 per month.

* Overall construction duration not yet determined.



RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "K" RELEASE FORMS

SEE ATTACHED RELEASE FORMS

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

(CA Civil Code § 8132)

THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: ProWest PCM, Inc. dba ProWest Constructors

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below.

This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions: This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date of waiver and release: _____

Amount of unpaid progress payment: \$ _____

Date of waiver and release: _____

Amount of unpaid progress payment: \$ _____

Date of waiver and release: _____

Amount of unpaid progress payment: \$ _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature:

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**
(CA Civil Code § 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: _____
(Subcontractor Name/Sub-sSubcontractor/Supplier of Subcontractor)

Name of Customer: _____

Job / Location: _____

Owner: _____

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
(Bank Name)

Amount of Check: \$ _____

Check Payable to: _____
(Subcontractor Name/Sub-subcontractor/Supplier of Subcontractor)

Exceptions:

This document does not affect any of the following:

Disputed claims for extras in the amount of \$ _____

Signature:

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

(CA Civil Code § 8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant: ProWest PCM, Inc. dba ProWest Constructors
(PTC Name/Subcontractor/Supplier of PTC)

Name of Customer: _____
(Owner or PTC)

Job / Location: _____

Owner: _____

Through Date: _____

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below.

The claimant has received the following progress payment:

\$ _____

Exceptions:

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature: Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**
(CA Civil Code § 8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant: _____
(Subcontractor Name/Sub-subcontractor/Supplier of Subcontractor)

Name of Customer: _____

Job / Location: _____

Owner: _____

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions:

This document does not affect any of the following:

Disputed claims for extras in the amount of \$ _____

Signature:

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

PROWEST™

CONSTRUCTORS

RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "L" ADDITIONAL INSURED LIST

"Such policy shall name the **County, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the board of Supervisors, and all their indemnitees, as "additional insureds"** and contain a waiver of subrogation in favor of the County and all other such additional insureds."



RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "M" SUBCONSULTANT INSURANCE REQUIREMENTS

NOT APPLICABLE