

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(CA Civil Code §8132)

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: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

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

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

- (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

Dated: _____

Claimant's Signature _____

Claimant's Title _____

UNCONDITIONAL WAIVER AND RELEASE ON 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: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

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

Dated: _____

Claimant's Signature _____

Claimant's Title _____

CONDITIONAL WAIVER AND RELEASE ON 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: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

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: _____

Amount of Check: \$ _____

Check payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Dated: _____

Claimant's Signature _____

Claimant's Title _____

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: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all 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 extra in the amount of: \$ _____

Signature

Dated: _____

Claimant's Signature _____

Claimant's Title _____

EXHIBIT "L"

ADDITIONAL INSUREDS 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."

EXHIBIT "M"
SUBCONSULTANT INSURANCE REQUIREMENTS

Any Vanir Construction Management Inc. Subconsultants shall be required to maintain insurance on the same terms and with the same coverages as required under Section 10.1 of the Agreement.

EXHIBIT "N"

CONSTRUCTION MANAGER'S STAFFING FEE SCHEDULE

Construction Manager's Fee.....	\$894,154
Preconstruction Services.....	\$87,405
<u>Construction Manager's General Conditions.....</u>	<u>\$98,660</u>
Total Fee.....	\$1,080,219

For Construction Manager's Fee and Preconstruction Services, see attachment N1 (RC-Juvenile Courthouse Staffing Fee).

For Construction Manager's General Conditions, see attachment N2 (RC-Juvenile Courthouse Construction Manager's General Conditions).

Attachment "N2"

CONSTRUCTION MANAGER'S GENERAL CONDITIONS

Description	Quantity	Units	Unit Cost	Total	General Conditions	Owner Expense	Trade Expense
Temporary Offices							
Project Office (Rental)	MO	12	\$ 900	\$ 10,800	X		
Project Office (Setup/Takedown)	EA	1	\$ 5,800	\$ 5,800	X		
Project Office Alarm	MO	12	\$ -	\$ -			X
Storage Bins	MO	12	\$ -	\$ -			X
Office Cleaning	MO	12	\$ 100	\$ 1,200	X		
Signage (Project & Directional)	LS	1	\$ 3,000	\$ 3,000	X		
Toilets & Handwashes	MO	12	\$ 850	\$ 10,200	X		
Project Management Expenses							
Project Management Software	LS	1	\$ 10,360	\$ 10,360	X		
Office Equipment							
Mobile Phones	MO	14	\$ 300	\$ 4,200	X		
Computers & Network Equipment	LS	1	\$ 6,000	\$ 6,000	X		
Office Equipment (Printers, Faxes, etc.)	MO	12	\$ 850	\$ 10,200	X		
Office Copier	MO	12	\$ 300	\$ 3,600	X		
Office Furniture	MO	12	\$ 500	\$ 6,000	X		
Office Supplies	MO	12	\$ 200	\$ 2,400	X		
Water Consumption	MO	12	\$ 100	\$ 1,200	X		
Postage/Shipping	MO	12	\$ 150	\$ 1,800	X		
Miscellaneous Operations Expenses							
Dumpsters	MO	12	\$ 1,200	\$ 14,400	X		X
Final Clean	SF	14,381	\$ -	\$ -			X
Safety Equipment	LS	1	\$ 5,000	\$ 5,000	X		X
Traffic Control (Flaggers, K-Rails, etc.)	LS	1	\$ -	\$ -			X
Dust Control	MO	12	\$ -	\$ -			X
Fire Extinguishers	LS	1	\$ 500	\$ 500	X		
Weather Protection	LS	1	\$ 2,000	\$ 2,000	X		X
SWPPP Measures	LS	1	\$ -	\$ -			X
QSP/CISEC Monitoring	MO	12	\$ -	\$ -			X
QSD Services	LS	1	\$ -	\$ -			X
Temporary Heating	MO	12	\$ -	\$ -			X
Site Security	MO	0	\$ -	\$ -			X
Temporary Fences/Gates	LF	2,400	\$ -	\$ -			X
Parking (Permits, Charters)	MO	0	\$ -	\$ -	N/A	N/A	N/A
Temporary Utilities							
Temporary Power/Lighting (Construction)	MO	12	\$ -	\$ -			X
Construction Water Service	MO	12	\$ -	\$ -			X
Construction Water Meter Fees	MO	12	\$ -	\$ -			X
Temporary Power (Jobsite Offices)	MO	12	\$ -	\$ -			X
Documentation Services							
Reprographics Services	LS	1	\$ -	\$ -		X	
Digital Document Services (Blue Beam Hyperlinking)	LS	0	\$ -	\$ -	N/A	N/A	N/A
Progress Photos	LS	1	\$ -	\$ -	X		
Time-Lapse Camera	MO	0	\$ -	\$ -	N/A	N/A	N/A
Scheduling Services	MO	14	\$ -	\$ -	X		
Subconsultant Services							
Survey/Controls	LS	1	\$ -	\$ -			X
Material Testing	LS	1	\$ -	\$ -		X	
Inspection Services	LS	1	\$ -	\$ -		X	
Soils Testing	LS	1	\$ -	\$ -		X	
Total General Conditions Estimate:				\$ 98,660			

EXHIBIT "O "

CONSTRUCTION MANAGER'S SUBCONSULTANT SERVICES

Not Applicable

EXHIBIT "P "

PRECONSTRUCTION SCOPE OF SERVICES BREAKDOWN

- Comprehensive Management Plan (2.1.2)
- Document Control Plan (2.1.19)
- Emergency Response Plan (2.3.10)
- Temporary Facilities Planning (2.3.7)
- General Conditions Development
- Project Schedule Assistance (2.8.2)
- Help establish and meet all pre-construction milestones as outlined in the Project Milestone Schedule (Exhibit "F")
- Preliminary Construction Schedule (2.5.13)
- Construction Phasing Analysis (2.3.3)
- Progress Meeting Management (2.1.5)
- Constructability Review and Back-check (2.1.3)
- 95% Construction Document Estimate (2.3.6)
- Scope Package Development (2.4.1)
- Bid Package Development (2.4.5)
- Pre-Bid Conference Management (2.4.3)
- Bid Management (Bid Marketing, RFC and Addendum) (2.4.7)
- Post Award Management (Post Award Conferences, Submittals, Contracts, Baseline
- Construction Schedule Development, etc...) (2.4.8)
- Bid Protest and Debriefing Assistance (2.4.9 & 10)