

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

352



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
September 24, 2015

**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  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 4,785,941	\$ 6,690,236	\$ 11,476,177	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Bond Proceeds 100% - PFA Lease Revenue Bonds				<b>Budget Adjustment: No</b>	
				<b>For Fiscal Year:</b> 2015/16-16/17	

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: October 6, 2015  
xc: EDA

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**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**

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

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY:   
Susana Garcia-Botanegra  
9/22/15

REVIEWED BY CIP  
  
Ivan M. Chand  
Deputy County Executive Officer

A-30  
 Positions Added  
 Change Order  
 4/5 Vote

# **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

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## **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)

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**DATE:** September 24, 2015

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### **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)

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## **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

1 **AMENDMENT No. 5, TO AGREEMENT**

2 **BETWEEN THE COUNTY OF RIVERSIDE AND HOLT ARCHITECTS, INC.**

3  
4 **THE COUNTY OF RIVERSIDE and HOLT ARCHITECTS, INC** of Rancho Mirage, CA hereby agree to amend  
5 that certain agreement for Architectural Services associated with the Riverside Public Defender/Probation  
6 Building (FM08240003992) approved on May 18, 2010, Agenda Item 3.22 as follows:

7  
8 Section II, Scope of Work, of the Original Agreement, as amended, is hereby amended again to add the  
9 following:

10 "Architect shall further provide services in accordance with the terms of the Fifth Amendment as outlined  
11 and specified in Exhibit A-5 dated August 7, 2015, consisting of eighteen (18) page(s), attached hereto  
12 and incorporated herein, for the purpose of Architect providing extended Architectural Services".

13  
14 Section IV, Architect's Compensation, Paragraph A.1, of the Original Agreement, as amended, is hereby  
15 amended again to add the following:

16 "The County shall pay to the Architect for services performed and expenses incurred in accordance with  
17 the terms of Exhibit A-5 dated August 7, 2015. The total amount of additional compensation paid to  
18 Architect for services under Exhibit A-5 dated August 7, 2015 shall not exceed the sum of \$601,600 for a  
19 new lump sum fee not to exceed a total of \$2,039,495, unless a written amendment to this Agreement is  
20 executed by both parties prior to performance of additional services. The fee for services under Exhibit  
21 A-5 dated August 7, 2015 shall be paid as provided in Section IV.C."

22  
23 Section IV, Architect's Compensation, Paragraph A.4, shall be modified to provide that reimbursable expenses  
24 shall not exceed a total of \$35,330.

25  
26 All other terms and conditions of the agreement shall remain the same and in full force and effect.

27 Remainder of Page Intentionally Left Blank

28 (Signatures on following page)

1 **COUNTY Approvals**

2 APPROVED AS TO FORM:

3 GREGORY P. PRIAMOS, COUNTY COUNSEL

4 BY:

5  
6 Marsha L. Victor Dated: 9/3/15

7 Marsha L. Victor, Principal Deputy County Counsel

8  
9 APPROVAL BY THE BOARD OF SUPERVISORS

10 Marion Ashley  
11 Dated: OCT 06 2015

12 Marion V. Ashley

13 PRINTED NAME

14 Chairman, Riverside County Board of Supervisors

15 ATTEST:

16 Kecia Harper-Ihem  
17 Dated: OCT 06 2015

18 KECIA HARPER-IHEM

19 Clerk of the Board (SEAL)

**HOLT ARCHITECTS, INC Approvals**

By:

Timothy M. Holt Dated: 8/10/15

Timothy M. Holt

PRINTED NAME

President

TITLE

Address: 70-225 Hwy, 111, Suite D  
Rancho Mirage, CA 92270

# EXHIBIT "A-5"



Revision #2: August 7, 2015

Revision #1: July 23, 2015

Original: April 21, 2015

**Dominick Lombardi, Project Manager**  
County of Riverside Economic Development Agency  
3403 Tenth Street, Riverside, CA 92501

**RE: Amendment #5 – Revision #2**  
Law Offices for the Public Defender + Offices for the Probation Department (LOPD+P)  
4075 Main Street, Riverside, California

Dear Mr. Lombardi:

On behalf of Holt Architecture, I am pleased to provide you with this Proposal for an Amendment to our Professional Service Contract. This Proposal has been developed from shared agreement upon changes to our Scope of Work based upon our meetings, emails, and related conversations to date with County of Riverside Staff and the Construction Management Firm, ProWest, who will deliver the project under a Multiple-Prime Contract Method.

The Compensation for our Services is a not to exceed sum of \$601,608 for services and an additional \$8,900 for Reimbursables. Please refer to the accompanying Worksheet and Scope of Work Documents for additional detail. Reimbursable expenses will be invoiced per the accompanying 2015 Schedule. This Proposal is valid for 60 Calendar Days.

We look forward to continuing to assist you with this Project. Please let me know if you need any additional information.

Sincerely,

**HOLT ARCHITECTURE**

A handwritten signature in black ink, appearing to read 'Thomas Howell', written over a horizontal line.

Thomas Howell, Project Architect

Cc: TH, KMD

Attachments:

- A. Fee Summary
- B. Scope of Work Documents
  - 1. Overall Scope List
  - 2. Curtainwall (Simpson, Gumpertz & Heger)
  - 3. Mechanical, Plumbing & Electrical Engineering (AECOM)
  - 4. Structural Engineering (JCE)
  - 5. Value Engineering (note: prepared by ProWest)
- C. 2015 Hourly Rate & Expense Schedule

**Law Office of the Public Defender**

Amendment #5 - Revision #2 - FINAL

8/7/2015

Item	Description	Timeframe	Measure	Holt			Curtain Wall Inventory			JCE			AECOM			Item Totals
				Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount	
1	Seismic Retrofit Extra Time	April - August	Monthly	5	\$8,000	\$40,000	0	\$0	\$0	1	\$14,600	\$14,600	0	\$0	\$0	\$54,600
2	Transition/Orientation/Coordination from AWI-ACI to ProWest	March - August	Monthly	6	\$6,000	\$36,000	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$36,000
3	Plan Updates	May - TBD	Sum	1	\$139,000	\$139,000	1	\$28,300	\$28,300	1	\$54,380	\$54,380	1	\$76,000	\$76,000	\$297,680
4	Bid Releases	TBD	Sum	1	\$12,000	\$12,000	0	\$0	\$0	1	\$2,000	\$2,000	1	\$2,000	\$2,000	\$16,000
5	Construction Administration + Close-Out	13 Months	Month	13	\$10,000	\$130,000	0	\$0	\$0	1	\$26,000	\$26,000	5	\$2,000	\$10,000	\$166,000
6	<b>Sub-Totals</b>					<b>\$357,000</b>			<b>\$28,300</b>		<b>\$96,980</b>			<b>\$88,000</b>		<b>\$570,280</b>
7	Holt Consultant Mark-Up		10%		-				<b>\$2,830</b>		<b>\$9,698</b>			<b>\$8,800</b>		<b>\$21,328</b>
8	Contingency					<b>\$10,000</b>			<b>\$0</b>		<b>\$0</b>			<b>\$0</b>		<b>\$10,000</b>
9	<b>Consultant Totals</b>					<b>\$367,000</b>			<b>\$31,130</b>		<b>\$106,678</b>			<b>\$96,800</b>		<b>\$601,608</b>
10	<b>Fee Total</b>															<b>\$601,608</b>
11	Reimbursables		1.48%													\$8,900.00
12	<b>Overall Total</b>															<b>\$610,508</b>



**LOPD+P: HOLT SCOPE LIST for AMENDMENT #5 – REVISION #2 - FINAL**

**1. OVERALL**

**A. Previous Construction Contract Documents:** Transfer/Integrate relevant information

1. Instruction Bulletins.
2. RFIs.
3. Submittals.
4. Bid Addenda
5. Change Orders.
6. Curtainwall Inventory - Please refer to Simpson, Gumpertz & Heger Scope List.

**B. Building Code Standards:**

1. Fire Department Conditions of Approval:
  - a. Include update letter for continuance of previous Conditions, which includes new requirement for Radio Amplification System (or DAS as named by PSEC).
  - b. Fire Department: Confirm/modify locations with Fire Department – Backflow, POC's, Hydrants, PIV, FDC, Riser locations, Knox Boxes, Call boxes, Building Signage, etc.; verify provisions with Electrical as pertinent.
2. Other Codes: No Updates required - Maintain 2010 Code, except as noted above for Fire Department requirements.

**C. General:**

Coordinate Scope of Work for Bid Packages in concert with ProWest.

**D. Project Manual (Specifications):**

Update as needed/required to the Scope of Work for Bid Packages in concert with ProWest.

**E. Other Contract Document:**

1. Merge Original + Probation Changes Sets into a new Set for current Scope of Work.
2. Incorporate any As-Built update to plans based upon Laser Scan / BIM Model.
3. Incorporate any remaining Demolition Scope, including any Hazardous Materials scope per Item 1.F.2.

**F. Reference Documents (Not Contract Documents):**

1. Original As-Built Set(s).
2. Hazardous Material Documents: Final Report from work to date, Original Investigation Report.
3. Geotechnical Investigations: Final Report from work to date, Original Investigation Report.
4. Seismic Retrofit Set.
5. Ground Penetrating Reports (GPRs) of 11<sup>th</sup> Street and Alley west of Project.

**2. SITE WORK**

**A. VALUE ENGINEERING CHANGES:**

1. Emergency Generator Enclosure: depict as an Bid Alternate:
  - a. Base Bid: Masonry Walls.
  - b. Alternate: Chain-Link Fence and Bollards for mitigation of vehicular impact.
2. Parking Garage: Limit to installation of a vertical closure panel where the bridge to the Public Defender Building has been removed by others.
3. Landscape/Irrigation: Remove Scope.
4. Sidewalk Improvements around the Building: Remove improvements except where needed for Utility/Fire Department

**B. RCIT INFRASTRUCTURE BY OWNER:**

Coordinate Scope of Work between Owner's (RCIT) separate Civil Consultant for IT infrastructure and Telephone/Cable (if included) Service(s).

**C. OTHER SITEWORK:**

1. Emergency Generator: Assist the Owner with any design related information needed to obtain a Permit(s).

2. Utility Services: Except as already noted above for RCIT Coordinate Scope of Work between Owner and other Service Purveyor, including the Fire Department as required.
3. Fire Department: See Item B.1.b.

## BUILDING

### A. VALUE ENGINEERING CHANGES:

1. Lighting Fixtures: Coordination/evaluation of order under previous Construction Contract.
2. Shade System: Remove both Horizontal and Vertical Systems from Scope – coordinate any adjustments need to the Documents.
3. Curtain Wall: Coordination of Scope by a Specialty Consultant – see separate Scope for Detail.
4. Finish Material: Coordinate selection of any discontinued product lines during Construction in Concert with the Furniture System provider.
5. Please refer to List prepared by ProWest, approved by Owner.

### B. NEW SCOPE:

1. Upper Rooftop Improvements:
  - a. Penthouse Modification for New Mechanical Equipment.
  - b. Safety Railing.
  - c. Window Washer system infrastructure (Davits).
2. Building Improvements:
  - a. Modification of north façade for an additional mechanical shaft.
  - b. Repair and/or improvement of existing mechanical shaft.
  - c. Incorporation of any Owner approved recommendations based upon Specialty Consultant review of the Curtain Wall System
3. Lower Rooftop Improvements:
  - a. Safety Railing.
  - b. Additional Mechanical Screens.
4. Elevator: potential changes based upon recommend Manufacturer evaluation.
5. Access Control: incorporate/update Documents for Door Hardware and Elevator.
6. Plan Revisions:
  - a. Office of the Public Defender.
  - b. Probation Department.
  - c. Furniture related.
  - d. RCIT.
  - e. PSEC.

### C. STRUCTURAL:

1. Please refer to JCE Scope List.

### D. MECHANICAL/PLUMBING/ELECTRICAL:

1. Please refer to AECOM Scope/Proposal.

### E. SYSTEMS FURNITURE BY OWNER:

1. Electrical: Check/update requirements – whips, wall circuits, data, etc.
2. Backing: Check/update requirements, if any.
3. Plumbing: Check/update requirements, if any.

### F. EQUIPMENT BY OWNER: Coordinate requirements.

### G. LOW-VOLTAGE SYSTEMS BY OWNER: Check/update requirements for:

1. Access Control: Door Hardware & Elevator – coordinate requirements with RCIT.
2. IT Signage at Conference Rooms: coordinate requirements with RCIT.
3. Audio/Visual: Scope as provided by RCIT.
4. Data/Cable/IT: IT Representative change - Need Owner to verify Scope of Work; verify provisions for power and conduits. Verify provisions for power and conduits, including spare conduits.
5. Phone/Paging: IT Representative change - Need Owner to verify Scope of Work; verify provisions for power and conduits. Verify provisions for power and conduits, including spare conduits.
6. CCTV: IT Representative change - Need Owner to verify Scope of Work; verify provisions for power and conduits. Verify provisions for power and conduits, including spare conduits.
7. Security System: Allowance Item - Need Owner to verify Scope of Work; verify provisions for power and conduits, including spare conduits.

\*\*\* END \*\*\*



11 May 2015  
(Revised 24 July 2015)

Mr. Michael Haight  
ProWest Constructors  
22710 Palomar Street  
Wildomar, CA 92595

Re: Curtain Wall Consulting, Riverside Public Defenders' Building Remodel, 4075 Main Street,  
Riverside, CA 92522

Dear Mr. Haight:

We shall be pleased to conduct a survey of existing conditions and an inventory of infill curtain wall window materials, and to consult on the curtain wall installation and detailing at the above-named project. This proposal includes a summary of pertinent background and our proposed scope of services, fee budget, and anticipated staffing.

### **Background**

A summary of pertinent information from our on-site meeting with you on 30 April 2015 and the Oldcastle curtain wall shop drawings dated 27 March 2014 (latest revision) follows:

- The building is eight stories tall and constructed of reinforced concrete that forms the primary structure and opaque exterior walls.
- The renovation / remodel includes removal and replacement of the existing infill strip windows with new curtain wall windows and replacement of ground-level fenestration with new aluminum storefront windows.
- The building interior has been "guttled," and new reinforced concrete shear walls are being installed.
- The second level and top level roofing / waterproofing are being stripped and replaced.
- Some of the curtain walls have been installed but will need to be removed and reinstalled (if possible) since the previous glazing contractor is no longer on the project.
- The uninstalled curtain wall and storefront materials are stored in various locations on site.

We understand we will be contracted by Holt Architects for our services.

### **Scope of Work**

You requested that Simpson Gumpertz & Heger Inc. (SGH) submit a proposal for surveying existing conditions pertaining to the fenestration, and conducting an inventory of on-site curtain wall and storefront materials to be used as clarifying information for glazing contractors' bidding to complete the installation. You also requested that we review the present fenestration design and conduct periodic site visits during the installation to check work in progress for conformance to the design intent.

A summary of anticipated tasks to complete this scope of work follows:

- Review and comment on the existing curtain wall and storefront shop drawings, specifications, and architectural drawings.
- Provide a letter report with our comments and recommendations for the curtain wall and storefront installation.
- Conduct an inventory of curtain wall and storefront parts provided to the site. We will report our findings in a tabular format, including information from the original material shipping document (if available). We will document part numbers and length of mullions and note any parts that have been field-modified. We will provide up to three laborers for five days to open boxes, and move and organize materials under our direction. We request that you provide clear, protected (i.e., secure fence with locking gage) floor space adequate for layout and organization of the materials. We have not included re-packaging materials and suggest that you leave materials out for bidding subcontractor survey.

For your use in evaluating subcontractor bids, we will provide a detailed list of material shortfall or overage. Each glazing subcontractor should be required to conduct their own analysis of available and required parts and to report their opinion of discrepancies (if any) in their bid proposal. Our proposal assumes that subcontractors will be responsible for their own takeoff and evaluation of overage and shortfall and cannot use our estimate of shortfall or overage as basis for a change order request.

- Review and comment on revised glazing shop drawing and submittals. We recommend that the selected glazing subcontractor coordinate with Oldcastle and other related subcontractors (e.g., sheet metal and sealant) to submit revised and fully coordinated fenestration shop drawings. Our budget includes one review and one back-check of shop drawings and submittals.
- Attend one preconstruction meeting with ProWest, the Owner, the Architect, and the glazing subcontractor.

### Fee Budget

#### Survey and Inventory Phase

Drawing, Specification, and Shop Drawing Review:	\$ 3,500
Site Visit and Documentation	\$12,500
Laborers to support Site visit and Documentation	\$ 4,800
Spreadsheet Inventory	\$ 6,500
Expenses (Est.)	<u>\$ 1,000</u>
<b>Total</b>	<b>\$28,300</b>

We recommend that you establish a budget of \$28,300 for our fees for the services described above. This is not an upset limit, but we will notify you before exceeding the budgeted amount.

Our fees are computed on an hourly basis as shown on the attached Fee Schedule and Payment Terms. Our charges to you for time spent in court, arbitration, hearings, depositions, or similar proceedings are 1.5 times the listed rates. Travel time is charged at full rates from 8:00 a.m. to 6:00 p.m. and at half rates during other periods. SGH will bill direct expenses at actual cost plus 10%. Direct expenses are out-of-pocket expenses and include, but are not limited to,

Mr. Michael Haight

- 3 -

11 May 2015  
(Revised 24 July 2015)

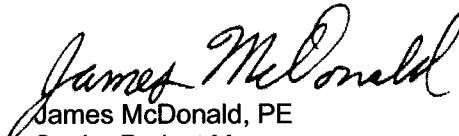
subconsultants, travel, outside services, copying, and charges for the use of SGH field and laboratory equipment and specialized computer software.

This proposal is valid for sixty days. Our proposed agreement consists of this proposal and the enclosed Contract Provisions and Fee Schedule and Payment Terms. If acceptable, please sign and return one copy of this letter.

Sincerely yours,  
SIMPSON GUMPERTZ & HEGER INC.



A. Judson Taylor, AIA  
Senior Principal  
California License No. C30398 (RA)



James McDonald, PE  
Senior Project Manager  
California License No. C58107

Accepted: PROWEST CONSTRUCTORS

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

JAT/cc (072415/LA15-0000556r2-JAT) 0101C15 CP-3  
Encls.

**SIMPSON GUMPERTZ & HEGER INC.  
FEE SCHEDULE AND PAYMENT TERMS**

<u>Personnel Category</u>	<u>Hourly Billing Rate</u>
Senior Principal	\$305
Principal	\$285
Associate Principal	\$270
Staff Consultant	\$240 – \$265
Senior Project Manager	\$220 – \$250
Senior Project Supervisor	\$190 – \$235
Senior Staff II	\$175 – \$205
Senior Staff I	\$150 – \$175
Staff IV	\$195 – \$220
Staff III	\$170
Staff II	\$130 – \$140
Staff I	\$125
Technical Aide	\$80
Senior Laboratory Technician	\$110 – \$140
Laboratory Technician	\$95
Senior Graphics Specialist	\$210
Graphics Specialist II	\$140
Graphics Specialist	\$105
Senior Project Drafter	\$140
Senior Drafter	\$125
Drafter	\$105
Non-Technical	\$85 – \$95

Rates are in US dollars. Individuals performing services are billed at the applicable rate(s) stated above. Where ranges of hourly rates are shown for a single title they reflect the varying rates of the particular individuals with that title. SGH will provide specific hourly rates for individuals assigned to the project if requested. An annual rate adjustment, based upon salary increases, will apply on 1 January each year.

Invoices will be submitted showing labor (hours worked) by labor category and total expenses.



AECOM  
999 Town and Country Road  
Orange, California 92868  
www.aecom.com

August 3, 2015

Holt Architects  
70-225 Highway 111 Suite D  
Rancho Mirage, CA 92270  
Attn: Mr. Tim Holt

**RE: Riverside County Public Defenders TI – Scope of Work for Additional Services**

Dear Mr. Holt,

We are pleased to provide this proposal and associated fees is the for the scope of work defined below. The following is a description of the scope of services that AECOM can provide to the project team for the indentified scope. Please review for your acceptance of our understood scope of work.

1. Provide engineering services for providing a conformed set of drawings. Scope will include:
  - a. Analysis of the OPR.
  - b. Preliminary selections of all new rooftop HVAC systems, based on Owners desire to not keep the original systems that are currently installed in the penthouse. Preliminary layout of the redesigned, new HVAC equipment including air handling, chillers, boiler and pumps on the roof, including impact on electrical and plumbing and information necessary for the Structural Engineer to evaluate impact. Incorporate the redesigned rooftop mechanical equipment into the drawings as a complete set of construction drawings.
  - c. Analysis of the vertical air distribution from the roof down, serving the floors, based upon the noise criteria in the OPR and pressurization within the building based Code and ASHRAE Standards. Modify existing design and layout based upon the items above for the vertical distribution system for both supply and return from and to the roof.
  - d. Analysis of Design West drawings to ensure calcualtions and design are adequate.
  - e. Provide a conformed set of Design West drawings of the first and second floor, including mechanical, plumbing, and electrical engineering.
  - f. Incorporate into the drawings the modifications of the independent IT Room cooling to water-cooled system.
    - i. Selections of related equipment.
    - ii. Layout of revised system.

- g. Review of current Controls System Specification by the Owner with written recommendations for any changes to the previous Documents.
- h. Coordinate with Utilities providers for services to the building including relocating of backflow preventer to inside of building.
- i. Coordinate with Utility companies and owner to assist with any energy rebates that are available.
- j. Acoustic Study.
- k. Bid Support
- l. Construction Support

Design Fee: \$83,000

- a. Includes two site visits.
- b. Includes two County meetings.
- c. Includes bid support.

Exclusions:

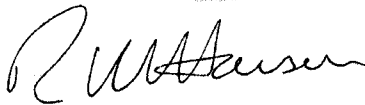
- a. Does not include structural engineering.
- b. Does not include Permit, Building Department coordination.

2. In addition to the above scope of work, we assume approximately 5% for ODC's.

ODC Fee: \$5000.00

Thank you.

Yours sincerely,



Richard M Hansen  
Vice President



**LOPD+P Holt Consultant Scope/Fee - JCE**

Amendment #5 - Revision #2 - FINAL  
8/7/2015

Item	Description	Comments	ACI	Documents	Bid	CA	Total
1	Equipment Screens	<b>NEW SCOPE- NEEDS REDESIGN</b>		\$1,800.00			
2	Duct Support	Review Only of D-B Team Package		\$2,280.00			
3	Fire Riser	coordination of location		\$1,920.00			
4	Window Washer	Not paid by previous Contractor		\$15,000.00			
5	Knee Wall	addition to previous work based upon full demolition on the Elevations		\$1,090.00			
6	New Steel framing to support Exterior walls at grid lines 5 & H	<b>NEW SCOPE</b> - This was on Hold until County make a decision on the Elevations		\$2,000.00			
7	New Penthouse Design	<b>NEW SCOPE</b>		\$5,270.00			
8	Curtain Wall	Review Only		\$1,140.00			
9	1st Floor Mechanical	coordination of previous work to new set		\$1,520.00			
10	New 1st floor Mechanical	<b>NEW SCOPE</b>		\$2,000.00			
11	Emergency Generator	coordination of previous work to new set		\$830.00			
12	Metal Studs	Only Check D-B Package		\$3,040.00			
13	Existing Shaft Wall Repair	<b>NEW SCOPE</b>		\$3,000.00			
14	New Exterior Mechanical Chase between C& 2.5	<b>NEW SCOPE</b>		\$5,500.00			
15	New Wall Opening at 1st floor	<b>NEW SCOPE</b>		\$1,500.00			
16	Wall Repair of Bank vault	<b>NEW SCOPE</b>		\$750.00			
17	Infill existing Man door Opening at 1st floor between A & 1.3	<b>NEW SCOPE</b>		\$850.00			
18	Parking Garage closure	<b>NEW SCOPE</b>		\$750.00			
19	Roof Safety Railings	<b>NEW SCOPE</b> - 1st + 8th Floor Roofs		\$4,140.00			
20	Slide Bearings	<b>NEW SCOPE</b> - Due to ACI/AWT revisions	\$3,200.00				
21	CA general service	<b>NEW SCOPE</b> - Due to extended time	\$11,400.00				
22	Bid support	<b>NEW SCOPE</b> - Allowance - Not to exceed			\$2,000.00		
23	CA support	<b>NEW SCOPE</b> - Allowance - Not to exceed				\$25,000.00	
24	Close-Out	<b>NEW SCOPE</b> - Allowance - Not to exceed				\$1,000.00	
<b>24</b>	<b>JCE Total</b>		<b>\$14,600.00</b>	<b>\$54,380.00</b>	<b>\$2,000.00</b>	<b>\$26,000.00</b>	<b>\$96,980.00</b>

COST REDUCTION STUDY

August 3, 2015

Note: These values are modifications to ProWest's 100% CD Cost Estimate dated June 5, 2015.

NO.	ITEM / DESCRIPTION	ACCEPTED VALUE	STUDY VALUE	REJECTED VALUE	ACTION	NOTES / COMMENTS
1	Pedestrian Bypass Walkway Wood Cover, Installed	\$93,450				May switch to fence line or sidewalk closure only, subject to City Approval.
2	Pedestrian Bypass Walkway Wood Cover, Demo & Haul	\$26,700				
3	Compensation for City Metered Parking, 27 Spaces	\$40,500				Reduced from 6 months down to 1 month, placed in Infrastructure Scope.
4	Temporary Fencing			\$6,500		7/2/15, Rejected by PD/EDA; additional site fencing will be required at old pedestrian walkway.
5	Add for additional Fencing where Pedestrian Walkway Removed	(\$5,000)				
5	Temporary Electric Service			\$16,000		EDA requested to cover rather than bid to public. 7/2/15, Rejected by PD/EDA.
6	Temporary Water Service			\$9,600		EDA requested to cover rather than bid to public. 7/2/15, Rejected by PD/EDA.
7	Remove Security Guard Service	\$115,200				
8	Clean and Transport Existing Materials	\$20,000		\$10,000		New Address, reduce Estimate by 50%.
9	Change CMU wall at Generator Enclosure to fenced enclosure, (ADD).			(\$1,935)		CMU Enclosure removed from VE List.
10	Survey As-Built on CAD	\$5,000				BIM will handle.
11	Final Clean (1 Time)			\$10,000		Only include one move-on in scope.
12	Clean Exterior Windows (1 Time only)	\$12,000				
13	Demo Exterior Concrete Tile					Zero Value VE Item.
14	Demo Skybridge					Zero Value VE Item.
15	Demo Roof Membrane	\$14,600				Reduced scope by one third based on 2nd level deck membrane already removed.
16	Concrete Sidewalks, Color, Exposed Agg w/ Med Sandblast			\$2,000		Project required to demo 500 sf at Main Entrance due to ADA compliance.
17	Concrete Sidewalks, Integral Color, Bands	\$2,550				
18	Concrete Sidewalks, Integral Color, Field	\$13,005				
19	Sandblast Existing Concrete Sidewalks			\$3,000		Power wash only.
20	Generator Pad, Concrete Apron, 4"			\$4,370		

# **PROWEST**

## **CONSTRUCTORS**

### COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY PUBLIC DEFENDER / PROBATION BUILDING

#### COST REDUCTION STUDY

August 3, 2015

Note: These values are modifications to ProWest's 100% CD Cost Estimate dated June 5, 2015.

NO.	ITEM / DESCRIPTION	ACCEPTED VALUE	STUDY VALUE	REJECTED VALUE	ACTION	NOTES / COMMENTS
21	Delete CMU Wall at Generator Pad			\$43,979		If deemed valid VE candidate, can remove later after bid process, only item in Masonry Bid Package and Scope.
22	Delete 4" expansion Joint at Generator Pad to existing Building			\$945		
23	Base Cabinets			\$3,300		Not located in Restrooms.
24	Change out all granite countertops with solid surface countertops			\$10,400		Change to Corian to maintain durability. Leave Granite tops in Main and 8th Level Lobby's only. 723 - Impacts architectural design and mods to tile.
25	Wood Paneling, Plastic Laminate	\$10,200				Change to Drywall and Paint. 728 - Delete laminate from all areas except 1st Level Main Lobby's and Waiting Rooms.
26	Demo Remaining Existing Roofing	\$10,000				Covered twice in estimate.
27	PVC Thermoplastic Membrane Roof, 1st Floor	\$40,000		\$30,000		Generic Thermoplastic Roofing.
28	PVC Thermoplastic Membrane Roof, 8th Floor & Penthouse	\$10,000		\$10,000		
29	Storefront Doors, 6' x 7', Power Sliders			\$3,000		Remove power sliders, install swing doors, add panic hardware.
30	Revise Curtain Wall Costs			\$158,000		Removed VE item, AWI SOV totaled \$740K, PW Estimate totaled \$790K, \$50K delta = escalation.
31	Credit for Curtain Wall Materials already delivered to jobsite.	\$100,000				Equals 50% of invoice totals forwarded by EDA, remaining 50% is for Aluminum Shade materials.
32	Remove Type D, 19' x 8' x 1 ea. frosted/clear glass	\$11,000		\$11,375		\$55 * 179 SF = \$9,845 for glazing only, added back in \$\$ for tint film only.
33	Sunshades, Alum, Horizontal, 4 Louvers, 6" Thk, 36" Wide	\$360,000				Delete Sunshades in their entirety.
34	Sunshades, Alum, Vertical, Perforated, 1/4" Thk, 18" Wide	\$250,000				Delete Sunshades in their entirety.
35	Soffit Drops, MS 3 5/8" at 16" o/c	\$30,000				PD request to retain drop soffits at Main Lobby's. 728 - Delete all drop soffits at Levels 1 thru 8, except 1st and 8th Level Elevator Lobby's. Include deletion of drop soffits in 1st Level Rooms #154 (Open Office) & #162 (Conference Room). All areas now converted to ACT.
36	Form Barrel Vault Ceiling at 1st Floor Main Lobby			\$2,000		PD request to retain.

COST REDUCTION STUDY

August 3, 2015

Note: These values are modifications to ProWest's 100% CD Cost Estimate dated June 5, 2015.

NO.	ITEM / DESCRIPTION	ACCEPTED VALUE	STUDY VALUE	REJECTED VALUE	ACTION	NOTES / COMMENTS
37	Form Oval Dome Ceiling at 8th Floor Elevator Lobby			\$2,000		PD request to retain.
38	Light Alcoves & Beams, Straight			\$1,000		PD request to retain.
39	Light Alcoves & Beams, Oval			\$1,000		PD request to retain.
40	Delete Hard lid Ceiling at 8th Level corridors (Sheet A118)	\$6,825				Concept is a wash, ACT same \$6.50 sf cost as hard lid sf cost. 7/28 - Delete hard lid at 8th Level corridors and 1st level Delivery (Room #133); Maintain hard lid at 8th Level Elevator Lobby.
41	Scaffolding (Entire Building Above 1st Floor) For All Trades	\$87,500		\$12,500		Shorten duration of scaffold onsite for 3 months. (Estimate had 8 months).
42	Plaster Skim Coat Curved Walls			\$2,500		PD request to retain.
43	Plaster Coat Barrel Vault Ceiling, 1st Floor Main Lobby			\$4,250		PD request to retain.
44	Plaster Coat Oval Dome Ceiling, 8th Floor Elevator Lobby			\$2,800		PD request to retain.
45	Plaster Skim Coat Oval Light Alcoves			\$450		PD request to retain.
46	Modify Suspended Acoustic Ceiling Tiles from 2x2 to 2x4, include deleting ACT in West Basement.	\$26,000				.50 sf * 47,670 sf = \$23,835. 7/28 - Modify 2' x 2' to be 2' x 4' at all areas, project wide. Delete ACT in West Basement.
47	Delete Perimeter Borders in Carpet	\$4,250		\$27,625		\$1.00 per SF * 4,250 sf = \$4,250.
48	Static Dissipative Tile	\$8,580				Sealed concrete only.
49	Porcelain Tile, Shower Stall, 8' (8th Floor)	\$2,400				
50	Waterproofing at Showers	\$70				
51	Towel Bars	\$150				
52	Corner Guards	\$36,000				
53	Markerboards (Allowance)	\$8,500				Delete all.
54	Shower Curtains & Rods	\$150				
55	Shower Fold Down Benches	\$650				
56	Shower Grab Bar Sets	\$200				
57	TV Mounting Brackets, Wall Mount			\$700		VE if being supplied by RCIT. No, needs to be in scope of work.

COST REDUCTION STUDY

August 3, 2015

Note: These values are modifications to ProWest's 100% CD Cost Estimate dated June 5, 2015.

NO.	ITEM / DESCRIPTION	ACCEPTED VALUE	STUDY VALUE	REJECTED VALUE	ACTION	NOTES / COMMENTS
58	Booster pump, duplex, 5 hp	\$38,000				Already installed.
59	Booster pump, remove	\$2,500				No removal required.
60	Remove all Lavatory Sensors			\$12,211		PD request to retain.
61	Shower, mixing valve/head/receptor drain	\$873				Shower removed from project.
62	Rough-in at shower	\$701				Shower removed from project.
63	Garbage Disposals at Break Rooms			\$1,600		
64	Fire Sprinkler System, Reconfigure	\$30,000				Revised unit pricing.
65	Remove fire pump	\$20,000				No removal required.
66	Prepare, submit & coordinate deferred approval HVAC documents	\$180,000				Pending EDA decision on HVAC D/A.
67	Chiller, 125 tons			\$104,425		2 Chiller Units recommended in SCE OPR.
68	Controls - for HVAC equipment	\$28,500				Revised unit pricing. Pending EDA decision on HVAC D/A.
69	Change Black Steel Pipe & Fittings to Copper	\$14,000				Black steel to copper over 2".
70	Gate & Check Valve Revisions	\$22,000				Reduce grade and type of valves.
71	Type F8 - designer lobby light			\$4,000		Removed at Elevator Lobby's, replaced with either down lights or drop-ins. 723 - PD does not want mods made to Lobby's.
72	Type F13 - cove lighting LED strip, 35'			\$6,000		Strip Lighting already on site.
73	Revise electrical equipment pricing based on equipment already delivered to jobsite.	\$50,362				= 60% of \$83,937 from wire invoices provided by EDA. Will Bid as Deductive Alternate. 728 - Placed in estimate as "Budget Not in Contract", (BNIC) to keep segregated from electrical estimate.
74	Revise electrical wire unit pricing based on wire already delivered to jobsite.	\$87,900				= 90% of \$97,666 from wire invoices provided by EDA. Will Bid as Deductive Alternate. 728 - Placed in estimate as "Budget Not in Contract", (BNIC) to keep segregated from electrical estimate.

# PROWEST

## CONSTRUCTORS

### COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY PUBLIC DEFENDER / PROBATION BUILDING

#### COST REDUCTION STUDY August 3, 2015 Note: These values are modifications to ProWest's 100% CD Cost Estimate dated June 5, 2015.

NO.	ITEM / DESCRIPTION	ACCEPTED VALUE	STUDY VALUE	REJECTED VALUE	ACTION	NOTES / COMMENTS
75	Revise pricing for Type F1 and F2 fixtures based on fixtures already delivered to jobsite.	\$78,227				= 60% of \$ 130,379 from lighting invoices provided by EDA. Will Bid as Deductive Alternate. 7/28 - Placed in estimate as "Budget Not in Contract", (BNIC) to keep segregated from electrical estimate.
76	IDF Equipment racks					6/17 - DL confirmed not supplied by RCIT; Zero value VE Item.
77	Cat 6 cabling					6/17 - DL confirmed not supplied by RCIT; Zero value VE Item.
78	48 fiber port patch panel w/modules					6/17 - DL confirmed not supplied by RCIT; Zero value VE Item.
<b>Miscellaneous VE Items:</b>						
79	Delete 1 each entire floor level.			\$1,500,000		7/2/15. Rejected by PD/EDA.
80	Reduce Design Revision Contingency from 4% down to 1/2%.	\$580,924				VE Value based on revised bottom line estimate incorporating VE Items into project.
81	Remove Escalation (through September 2015) in its entirety	\$194,195				VE Value based on revised bottom line estimate incorporating VE Items into project.
82	Add in Smoke Curtains into Estimate	(\$160,000)				Item originally omitted in ProWest Estimate.
<b>HVAC System Change-Out and Roof Work:</b>						
83	Modify building architecture to include additional HVAC air return shaft.			(\$30,000)		Will be covered under Half Contract Amendment.
84	Demolition of existing ductwork and Penthouse equipment.	(\$26,000)				
85	8th Level Deck structural calcs and unit skids (to spread load).			(\$10,000)		Will be covered under Half Contract Amendment.
86	Patch, repair, and reconstruct Penthouse.	(\$30,000)				
87	New Air Handler Unit	(\$450,000)				
88	New mechanical screen wall.	(\$18,000)				
89	Additional Construction Labor	(\$137,800)				
**		**	**	**	**	**

Subtotal Cost Reduction Items: \$1,946,862 = \$0 = \$1,975,595 = \$3,822,457

#### COST ESTIMATE & COST REDUCTION SUMMARY

ProWest's Cost Estimate dated 6-5-15: \$17,455,932  
Less Cost Reduction Items: \$1,946,862

**COST REDUCTION STUDY**

August 3, 2015

Note: These values are modifications to ProWest's 100% CD Cost Estimate dated June 5, 2015.

NO.	ITEM / DESCRIPTION	ACCEPTED VALUE	STUDY VALUE	REJECTED VALUE	ACTION	NOTES / COMMENTS
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Total with Cost Reductions: \$15,609,070

Owners Construction Budget: \$12,000,000

TOTAL OWNERS CONSTRUCTION BUDGET: \$12,000,000

(Over) Under Budget: (\$3,609,070)

**OWNERS RECAP**

ProWest's Cost Estimate dated 6-5-1, Plus Owner's Budget Allowances: \$18,875,932

Less Cost Reduction Items from above: \$1,846,862

Total with Cost Reductions: \$17,029,070

Includes \$935,000 from Owner's Original Project Allowances (2012) of \$1,123,000

Owners Construction Budget: \$12,000,000

TOTAL OWNERS CONSTRUCTION BUDGET: \$12,000,000

(Over) Under Budget: (\$5,029,070)

Deduct Owner's Original Project Allowances

Landscaping	\$20,000
Access Control	\$50,000
Parking Garage	\$425,000
Window Washing System	\$175,000
CCTV	\$10,000
I.T. Signage	\$32,000

Only requires 2 Meeting Scheduler Displays, Training Center and 8th Floor Conf R

(Over) Under Budget: (\$4,317,070)



## 2015 HOURLY RATE AND EXPENSE SCHEDULE

### HOLT ARCHITECTURE STAFF

Senior Principal	\$190.00
Principal Architect	\$168.00
Project Architect	\$145.00
Project Manager	\$130.00
Designer	\$90.00
CAD Technician	\$80.00
Word Processor	\$60.00
Office Technician/Courier	\$50.00

### CONSULTANTS

Services of outside Consultants for additional services beyond the Basic Services of the Agreement such as Structural Engineer, Mechanical Engineer, Electrical Engineer, Civil Engineer, Soils and Testing Laboratories and Landscape Architect: Cost + 10%

### REIMBURSABLE EXPENSES

Photocopies	\$0.20 - \$2.00 Each
In-House Reproduction	\$4.00 - \$12.00 Each
Computer Plotter	\$4.00 - \$21.00 Each
Vehicle Mileage	\$0.80 Mile
Postage, Reproduction, Special Photography, Printing, etc. performed by Subcontractor, Aerial Photogrammetry, Delivery Service	Cost + 10%

\*Rates Effective through 12/31/2015





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**

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

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# 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

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.

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

### **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**

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

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

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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**

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## 6.1 INVOICES FOR PAYMENT

On the 1<sup>st</sup> 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

## **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) cost or expenses that are payable on a reimbursement basis; and (4) Claims.

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 (3<sup>rd</sup>) 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.

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

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.

Wm IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, on the day of October, 2015

"COUNTY"

"CONSTRUCTION MANAGER"

COUNTY OF RIVERSIDE

By: Marion Ashley  
Marion Ashley, Chairman  
Board of Supervisors

Randy Craig  
(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: [Signature]  
Deputy

(SEAL)

APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
County Counsel

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

***PROWEST***<sup>TM</sup>  
***CONSTRUCTORS***

**RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT**

**EXHIBIT "A" DESCRIPTION OF DEVELOPMENT PLAN**

NOT APPLICABLE

# **PROWEST™**

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## **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.

***PROWEST***<sup>TM</sup>  

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***CONSTRUCTORS***

**RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT**

**EXHIBIT "D" INITIAL PROGRAM**

NOT APPLICABLE

# ***PROWEST***<sup>TM</sup>

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## ***CONSTRUCTORS***

### **RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT**

#### **EXHIBIT "E" KEY PERSONNEL**

<b><u>NAME</u></b>	<b><u>TITLE</u></b>	<b><u>PHONE #</u></b>
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

ProWest Constructors

ID	Task Name	% Complete	Duration	Start	Finish
1	EDA OFFICES FOR PUBLIC DEFENDER / PROBATION	0%	489 days	Mon 4/6/16	Thu 11/9/17
2	Administration	100%	0 days	Mon 4/6/16	Mon 4/6/16
3	Owner Notice To Proceed	100%	0 days	Fri 4/23/16	Fri 4/23/16
4	Final Site Available to ProWest	0%	0 days	Tue 12/1/15	Tue 12/1/15
5	Bid Documentation Completion	0%	0 days	Wed 10/5/16	Wed 10/5/16
6	Water Balance Complete	0%	0 days	Thu 8/29/16	Thu 8/29/16
7	Air Balance Complete	0%	0 days	Fri 10/7/16	Fri 10/7/16
8	Fire Alarm Ring Out	0%	0 days	Wed 10/12/16	Wed 10/12/16
9	Fire Marshal Final	0%	0 days	Wed 11/2/16	Wed 11/2/16
10	Punch List Complete	0%	0 days	Thu 11/24/16	Thu 11/24/16
11	CFR Final	0%	20 days	Fri 11/25/16	Thu 12/22/16
12	CFR Final	0%	0 days	Wed 12/16/16	Wed 12/16/16
13	CFR Compliance	0%	0 days	Thu 11/18/17	Thu 11/18/17
14	CFR Compliance	0%	0 days	Mon 4/6/16	Mon 4/6/16
15	Project Delay / Unforeseen Conditions	0%	0 days	Mon 4/6/16	Mon 4/6/16
16	Substantial Completion	0%	0 days	Mon 4/6/16	Mon 4/6/16
17	Substantial Completion	0%	0 days	Mon 4/6/16	Mon 4/6/16
18	Building Scan P&A	75%	172 days	Mon 4/6/16	Tue 12/1/16
19	RCIT Meets to IT Wiring Standards Div. 28	100%	80 days	Tue 5/5/15	Mon 7/27/15
20	RCIT Meets to Access Control Design/Spec. Div. 27	90%	70 days	Mon 5/4/15	Fri 8/7/15
21	RCIT Meets to Access Control Design/Spec. Div. 27 (w/User Input)	80%	50 days	Mon 6/8/15	Fri 8/14/15
22	PRSC - DAS PublicSystem LOA and Design Interface for Pathway Infrastructure	85%	75 days	Fri 4/17/15	Thu 7/30/15
23	PRSC - DAS PublicSystem LOA and Design Interface for Pathway Infrastructure	100%	15 days	Thu 7/9/15	Wed 7/29/15
24	PRSC - DAS PublicSystem LOA and Design Interface for Pathway Infrastructure	100%	80 days	Mon 4/6/16	Fri 6/25/16
25	Owners Conference/Specs 90 & 01 Legal Review	85%	70 days	Wed 9/8/15	Tue 11/17/15
26	Permitting/EDA Board Meeting / Budget Approvals	0%	1 day	Tue 9/15/15	Tue 9/15/15
27	Architect Develop Scope & Budget for Controlling Project Documentation	100%	14 days	Tue 9/15/15	Tue 9/15/15
28	EDA Authorize Architect Scope & Budget for Controlling Project Documentation	100%	14 days	Tue 9/15/15	Tue 9/15/15
29	Architect Complete Construction Project Documentation	0%	5 days	Tue 9/15/15	Tue 9/15/15
30	Constructability Review / Response	0%	40 days	Wed 9/16/15	Tue 11/10/15
31	Permitting Agency Approve Revised Documentation	0%	10 days	Wed 11/11/15	Tue 11/24/15
32	Permitting Agency Approve Revised Documentation	0%	15 days	Wed 11/11/15	Tue 12/1/15
33	Permitting Agency Approve Revised Documentation	0%	10 days	Wed 11/11/15	Tue 12/1/15
34	Seismic Upgrades	84%	140 days	Mon 4/6/16	Fri 10/14/16
35	Contractor Complete Seismic Upgrades	80%	100 days	Mon 4/6/16	Fri 10/14/16
36	Final Signoff Seismic Scope	0%	40 days	Mon 5/24/15	Fri 10/16/15
37	Bid Release #1	0%	28 days	Wed 9/16/15	Fri 10/2/15
38	General Trades Package	0%	22 days	Wed 9/16/15	Fri 10/2/15
39	General Trades Package	0%	22 days	Wed 9/16/15	Fri 10/2/15
40	Voice / Data Infrastructure Improvements	0%	22 days	Wed 9/16/15	Fri 10/2/15
41	Fire Protection	0%	22 days	Wed 9/16/15	Fri 10/2/15
42	Cast-In-Place Concrete & Reinforcing	0%	22 days	Tue 11/17/15	Wed 12/16/15
43	Roofing & Insulation	0%	22 days	Tue 11/17/15	Wed 12/16/15
44	Flashing & Sheet Metal	0%	22 days	Tue 11/17/15	Wed 12/16/15
45	Doors, Frames, Hardware & Installation	0%	22 days	Tue 11/17/15	Wed 12/16/15
46	Glass and Aluminum	0%	22 days	Tue 11/17/15	Wed 12/16/15
47	Steel Stud Framing, Drywall & Installation	0%	22 days	Tue 11/17/15	Wed 12/16/15
48	Lath & Plaster	0%	22 days	Tue 11/17/15	Wed 12/16/15
49	Plumbing	0%	22 days	Tue 11/17/15	Wed 12/16/15
50	HVAC Deferred Approval Package	0%	22 days	Tue 11/17/15	Wed 12/16/15
51	Electrical, Low Voltage, Security, & Fire Alarm	0%	22 days	Tue 11/17/15	Wed 12/16/15
52	Final Clean	0%	21 days	Tue 12/15/15	Tue 1/12/16
53	Masonry	0%	21 days	Tue 12/15/15	Tue 1/12/16
54	Miscellaneous Steel & Railings	0%	21 days	Tue 12/15/15	Tue 1/12/16
55	Rough Carpentry	0%	21 days	Tue 12/15/15	Tue 1/12/16
56	Cabinets & Finish Carpentry	0%	21 days	Tue 12/15/15	Tue 1/12/16
57	Smoke Curtains	0%	21 days	Tue 12/15/15	Tue 1/12/16
58	Ceramic Tile & Stone	0%	21 days	Tue 12/15/15	Tue 1/12/16
59	Fire Alarm Callings	0%	21 days	Tue 12/15/15	Tue 1/12/16
60	Painting & Wall Coverings	0%	21 days	Tue 12/15/15	Tue 1/12/16
61	Specialties & Appliances	0%	21 days	Tue 12/15/15	Tue 1/12/16
62	Signage	0%	21 days	Tue 12/15/15	Tue 1/12/16
63	Window Coverings	0%	21 days	Tue 12/15/15	Tue 1/12/16
64	Elevator Relocation	0%	21 days	Tue 12/15/15	Tue 1/12/16
65	Submittals/Approvals	0%	83 days	Tue 12/15/15	Tue 1/12/16
66	General Trades Package	0%	45 days	Tue 12/15/15	Mon 1/26/16
67	General Trades Package	0%	45 days	Tue 12/15/15	Mon 1/26/16
68	General Trades Package	0%	45 days	Tue 12/15/15	Mon 1/26/16
69	General Trades Package	0%	45 days	Tue 12/15/15	Mon 1/26/16
70	General Trades Package	0%	45 days	Tue 12/15/15	Mon 1/26/16
71	General Trades Package	0%	45 days	Tue 12/15/15	Mon 1/26/16
72	General Trades Package	0%	45 days	Tue 12/15/15	Mon 1/26/16

**LEGEND:** Critical Milestone Task Progress

**Project Summary:** Summary Milestone Summary

**1 of 12**  
The 08/15  
Drawings in Working 03/15

Riverside Public Defender / Probation Building Project  
Riverside, CA



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

ID	Task Name	% Complete	Duration	Start	Finish
73	Fire Protection (Deferred Approval)	0%	40 days	Tue 10/27/15	Mon 12/21/15
74	Bid Release #2	0%	40 days	Mon 12/28/15	Fri 2/19/16
75	Concrete & Reinforcing	0%	20 days	Mon 12/28/15	Fri 1/22/16
76	Roofing & Insulation	0%	20 days	Mon 12/28/15	Fri 1/22/16
77	Flashing & Sheet Metal	0%	20 days	Mon 12/28/15	Fri 1/22/16
78	Doors, Frames, Hardware & Installation	0%	20 days	Mon 12/28/15	Fri 1/22/16
79	Glass and Aluminum	0%	15 days	Mon 12/28/15	Fri 1/15/16
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 2/19/16
82	Plumbing	0%	40 days	Mon 12/28/15	Fri 1/22/16
83	HVAC Deferred Approval Package	0%	40 days	Mon 12/28/15	Fri 2/19/16
84	Electrical, Low Voltage, Security & Fire Alarm	0%	40 days	Mon 12/28/15	Fri 2/19/16
85	Final Clean	0%	30 days	Fri 1/22/16	Fri 2/19/16
86	Final Clean	0%	15 days	Fri 1/22/16	Fri 2/19/16
87	Final Clean	0%	15 days	Fri 1/22/16	Fri 2/19/16
88	Miscellaneous Steel & Railings	0%	10 days	Fri 1/22/16	Thu 2/4/16
89	Rough Carpentry	0%	20 days	Fri 1/22/16	Thu 2/18/16
90	Cabinets & Finish Carpentry	0%	20 days	Fri 1/22/16	Thu 2/18/16
91	Smoke Curtains	0%	25 days	Fri 1/22/16	Thu 2/18/16
92	Ceramic Tile & Stone	0%	15 days	Fri 1/22/16	Thu 2/11/16
93	Acoustical Ceilings	0%	20 days	Fri 1/22/16	Thu 2/18/16
94	Floor Covering	0%	20 days	Fri 1/22/16	Thu 2/18/16
95	Painting & Wall Coverings	0%	20 days	Fri 1/22/16	Thu 2/18/16
96	Specialties & Appliances	0%	20 days	Fri 1/22/16	Thu 2/18/16
97	Signage	0%	20 days	Fri 1/22/16	Thu 2/18/16
98	Window Coverings	0%	20 days	Fri 1/22/16	Thu 2/18/16
99	Elevator Reinstallation	0%	30 days	Thu 2/18/16	Thu 3/24/16
100	Procurement	0%	148 days	Tue 11/24/15	Thu 8/28/16
101	Bid Release #1	0%	60 days	Tue 11/24/15	Mon 1/19/16
102	General Trade Package	0%	5 days	Tue 11/24/15	Mon 11/9/15
103	Selective Demolition	0%	5 days	Tue 11/24/15	Mon 11/9/15
104	Voics / Data Infrastructure Improvements	0%	15 days	Tue 11/24/15	Mon 12/14/15
105	Fire Protection (Deferred Approval)	0%	15 days	Tue 11/24/15	Mon 12/14/15
106	Bid Release #2	0%	48 days	Mon 11/16/15	Fri 1/15/16
107	Cash-in-Place Concrete & Reinforcing	0%	10 days	Mon 11/16/15	Fri 1/22/16
108	Roofing & Sheet Metal	0%	20 days	Mon 11/16/15	Fri 1/22/16
109	Flashing & Sheet Metal	0%	20 days	Mon 11/16/15	Fri 1/22/16
110	Doors, Frames, Hardware & Installation	0%	40 days	Mon 11/16/15	Fri 3/18/16
111	Glass and Aluminum	0%	10 days	Mon 11/16/15	Fri 1/23/16
112	Metal Stud Framing, Drywall & Insulation	0%	10 days	Mon 11/16/15	Fri 1/23/16
113	Lath & Plaster	0%	10 days	Mon 11/16/15	Fri 3/4/16
114	Plumbing	0%	40 days	Mon 11/16/15	Fri 4/15/16
115	HVAC Deferred Approval Package - New Chiller Unit	0%	40 days	Mon 11/16/15	Fri 4/15/16
116	Electrical, Low Voltage, Security & Fire Alarm	0%	40 days	Mon 11/16/15	Fri 4/15/16
117	Bid Release #3	0%	88 days	Fri 1/22/16	Thu 8/28/16
118	Final Clean	0%	3 days	Thu 2/4/16	Thu 2/4/16
119	Final Clean	0%	30 days	Fri 1/22/16	Fri 2/19/16
120	Miscellaneous Steel & Railings	0%	30 days	Fri 1/22/16	Thu 2/4/16
121	Rough Carpentry	0%	15 days	Fri 1/22/16	Thu 2/25/16
122	Cabinets & Finish Carpentry	0%	50 days	Fri 1/22/16	Thu 4/29/16
123	Smoke Curtains	0%	40 days	Fri 1/22/16	Thu 4/14/16
124	Ceramic Tile & Stone	0%	30 days	Fri 1/22/16	Thu 3/10/16
125	Acoustical Ceilings	0%	20 days	Fri 1/22/16	Thu 4/14/16
126	Floor Covering	0%	40 days	Fri 1/22/16	Thu 3/31/16
127	Painting & Wall Coverings	0%	30 days	Fri 1/22/16	Thu 3/31/16
128	Specialties & Appliances	0%	30 days	Fri 1/22/16	Thu 3/31/16
129	Signage	0%	30 days	Fri 1/22/16	Thu 3/31/16
130	Window Coverings	0%	30 days	Fri 1/22/16	Thu 3/31/16
131	Elevator Reinstallation	0%	60 days	Fri 1/22/16	Thu 3/31/16
132	Construction	0%	282 days	Tue 11/24/15	Wed 11/18/16
133	Procurement	0%	12 days	Tue 11/24/15	Wed 11/18/16
134	Set-Up Trailers and Temp Utilities	0%	5 days	Tue 11/24/15	Mon 11/9/15
135	Construct Temporary Fencing w/ Shade Cloth	0%	5 days	Tue 11/24/15	Mon 11/9/15
136	Install Temporary Lighting & Power	0%	7 days	Tue 11/24/15	Mon 11/9/15
137	Demolition	0%	38 days	Tue 11/24/15	Mon 12/21/16
138	Demo Interior Plaster, Soffits, etc.	0%	5 days	Tue 11/24/15	Mon 11/16/15
139	Demo Remaining Ducting	0%	7 days	Tue 11/24/15	Mon 11/16/15
140	Demo "new" HVAC Ducting and Equipment	0%	3 days	Tue 11/24/15	Thu 11/10/15
141	Flath Slabcut existing 600 mm Slabcut	0%	5 days	Tue 11/24/15	Thu 11/10/15
142	Demo "new" Formwork for Slabcut	0%	5 days	Tue 11/24/15	Thu 11/10/15
143	Demo "new" Sprinkler Branches and Mains	0%	7 days	Thu 11/18/15	Thu 11/18/15
144	Demo Entry Section of Slabcut at Main Street	0%	1 day	Fri 11/20/15	Fri 11/20/15

LEGEND: Critical Task Progress Milestone Summary

Riverside Public Defender / Probation Building Project  
Riverside, CA

2 of 12  
Thu 9/15  
Drawings in Working Days

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

ID	Task Name	% Complete	Duration	Start	Finish	2015	2016	Summary	Milestones	Project Summary
146	Medium Blast Sidewalk at Main Street & 11th Streets	0%	2 days	Fri 11/20/15	Mon 11/23/15			11/20/15   Medium Blast Sidewalk at Main Street & 11th Streets		
147	Demo Exterior Tile & Silestone System	0%	7 days	Tue 11/17/15	Mon 11/23/15			11/17/15   Demo Exterior Tile & Silestone System		
148	Demo Penhouse Framing, Roofing and Plaster Exterior back to G.F.	0%	10 days	Tue 11/17/15	Mon 11/30/15			11/17/15   Demo Penhouse Framing, Roofing and Plaster Exterior back to G.F.		
149	Remove Existing Chiller Unit & Penhouse Equipment and Piping	0%	5 days	Tue 11/24/15	Mon 11/30/15			11/24/15   Remove Existing Chiller Unit & Penhouse Equipment and Piping		
150	Remove "Old" Existing Curtain Wall System	0%	5 days	Tue 11/24/15	Mon 11/30/15			11/24/15   Remove "Old" Existing Curtain Wall System		
151	Remove Existing Roof Membrane, Insulation and Dawks, All Levels	0%	15 days	Tue 12/1/15	Mon 12/14/15			12/1/15   Remove Existing Roof Membrane, Insulation and Dawks, All Levels		
152	Shore and Demo Access Bridge, Curb and Railing (Requires Engineered Shore Plan)	0%	7 days	Tue 12/8/15	Mon 12/14/15			12/8/15   Shore and Demo Access Bridge, Curb and Railing (Requires Engineered Shore Plan)		
153	Sawcut and Demo Asphalt at Generator Pad	0%	1 day	Thu 12/17/15	Thu 12/17/15			12/17/15   Sawcut and Demo Asphalt at Generator Pad		
154	Voice/Data Infrastructure Office Improvements	0%	78 days	Tue 11/17/15	Mon 1/19/16			11/17/15   Voice/Data Infrastructure Office Improvements		
155	Obtain "Street Opening" & Traffic Control Permits from City of Riverside	0%	2 days	Fri 11/19/15	Mon 11/23/15			11/19/15   Obtain "Street Opening" & Traffic Control Permits from City of Riverside		
156	Mobility, Setup Traffic Control Signage	0%	5 days	Fri 11/19/15	Mon 11/23/15			11/19/15   Mobility, Setup Traffic Control Signage		
157	Notify Dig-A-Header - Locate Existing Utilities	0%	1 day	Fri 11/19/15	Mon 11/23/15			11/19/15   Notify Dig-A-Header - Locate Existing Utilities		
158	Notify City of Riverside Planning Enforcement Agency	0%	21 days	Fri 11/19/15	Mon 1/12/16			11/19/15   Notify City of Riverside Planning Enforcement Agency		
159	11th and Lines # 3 & 4, Street, and Alley (all areas)	0%	1 day	Fri 11/19/15	Mon 11/23/15			11/19/15   11th and Lines # 3 & 4, Street, and Alley (all areas)		
160	Remove Existing AC & Conduits, Remove and Recycle	0%	1 day	Fri 11/19/15	Mon 11/23/15			11/19/15   Remove Existing AC & Conduits, Remove and Recycle		
161	Saw Cut AC & Conduits, Remove and Recycle	0%	1 day	Mon 11/16/15	Mon 11/16/15			11/16/15   Saw Cut AC & Conduits, Remove and Recycle		
162	Excavate and Shore Vault No.'s 3, 4, 18	0%	3 days	Mon 11/16/15	Thu 11/19/15			11/16/15   Excavate and Shore Vault No.'s 3, 4, 18		
163	Install Vault No.'s 3 & 4, 18	0%	4 days	Fri 11/19/15	Mon 11/23/15			11/19/15   Install Vault No.'s 3 & 4, 18		
164	Install Conduit, Sweeps, and Connections from Vault No.3 to No.18	0%	2 days	Wed 12/09/16	Thu 12/10/16			12/09/16   Install Conduit, Sweeps, and Connections from Vault No.3 to No.18		
165	RCIT Inspection	0%	1 day	Fri 12/25/16	Mon 12/29/16			12/25/16   RCIT Inspection		
166	Backfill with Sand and CL II Base & Compact	0%	1 day	Tue 12/29/16	Wed 12/30/16			12/29/16   Backfill with Sand and CL II Base & Compact		
167	Install temp asphalt	0%	1 day	Tue 12/29/16	Wed 12/30/16			12/29/16   Install temp asphalt		
168	Saw Cut AC & Conduits, Remove and Recycle to Alley and end of Line C	0%	1 day	Wed 12/29/16	Thu 12/30/16			12/29/16   Saw Cut AC & Conduits, Remove and Recycle to Alley and end of Line C		
169	14" x 14" PO Building Wall	0%	1 day	Thu 12/29/16	Fri 12/30/16			12/29/16   14" x 14" PO Building Wall		
170	14" x 14" PO Building Wall	0%	1 day	Thu 12/29/16	Fri 12/30/16			12/29/16   14" x 14" PO Building Wall		
171	14" x 14" PO Building Wall	0%	1 day	Thu 12/29/16	Fri 12/30/16			12/29/16   14" x 14" PO Building Wall		
172	14" x 14" PO Building Wall	0%	1 day	Thu 12/29/16	Fri 12/30/16			12/29/16   14" x 14" PO Building Wall		
173	Install Riser and Junction Box	0%	2 days	Mon 2/1/16	Tue 2/2/16			2/1/16   Install Riser and Junction Box		
174	Install Conduit, Sweeps, and Connect from Vault No.18 to Alley and end of Line C	0%	2 days	Mon 2/1/16	Tue 2/2/16			2/1/16   Install Conduit, Sweeps, and Connect from Vault No.18 to Alley and end of Line C		
175	RCIT Inspection	0%	1 day	Wed 2/2/16	Thu 2/3/16			2/2/16   RCIT Inspection		
176	Backfill with Sand and CL II Base & Compact	0%	1 day	Thu 2/4/16	Fri 2/5/16			2/4/16   Backfill with Sand and CL II Base & Compact		
177	Install temp asphalt	0%	1 day	Fri 2/5/16	Mon 2/8/16			2/5/16   Install temp asphalt		
178	11th Street Line A Vault # 2 to end of Line A	0%	22 days	Mon 2/1/16	Mon 2/15/16			2/1/16   11th Street Line A Vault # 2 to end of Line A		
179	Saw Cut AC & Conduits (Including Conduit Piping), Remove and Recycle	0%	5 days	Mon 2/1/16	Mon 2/8/16			2/1/16   Saw Cut AC & Conduits (Including Conduit Piping), Remove and Recycle		
180	Trench for Conduit and Excavate Vault No. 3 to end of Line A	0%	2 days	Mon 2/1/16	Mon 2/8/16			2/1/16   Trench for Conduit and Excavate Vault No. 3 to end of Line A		
181	Install PVC Conduit, Girth Sweeps and connections from Vault No. 3 to end of Line A	0%	3 days	Mon 2/8/16	Wed 2/10/16			2/8/16   Install PVC Conduit, Girth Sweeps and connections from Vault No. 3 to end of Line A		
182	RCIT Inspection	0%	1 day	Wed 2/10/16	Thu 2/11/16			2/10/16   RCIT Inspection		
183	RCIT Inspection	0%	1 day	Wed 2/10/16	Thu 2/11/16			2/10/16   RCIT Inspection		
184	RCIT Inspection	0%	1 day	Wed 2/10/16	Thu 2/11/16			2/10/16   RCIT Inspection		
185	Demo Time Asphalt Install Permanent Asphalt	0%	4 days	Wed 2/24/16	Thu 2/25/16			2/24/16   Demo Time Asphalt Install Permanent Asphalt		
186	Electrical / Emergency Generator	0%	5 days	Wed 2/24/16	Thu 2/25/16			2/24/16   Electrical / Emergency Generator		
187	Construct Footings and SOG at Generator Pad	0%	32 days	Mon 2/1/16	Mon 2/15/16			2/1/16   Construct Footings and SOG at Generator Pad		
188	Construct CMU Enclosure at Generator Pad	0%	10 days	Mon 2/1/16	Mon 2/15/16			2/1/16   Construct CMU Enclosure at Generator Pad		
189	Install Barbed Wire and Chain-link Fencing at Generator Pad	0%	2 days	Fri 2/25/16	Mon 2/28/16			2/25/16   Install Barbed Wire and Chain-link Fencing at Generator Pad		
190	Install HM Door, Frame and Hardware at Generator Enclosure	0%	2 days	Tue 3/22/16	Thu 3/23/16			3/22/16   Install HM Door, Frame and Hardware at Generator Enclosure		
191	Set Emergency Generator	0%	5 days	Mon 4/19/16	Mon 4/25/16			4/19/16   Set Emergency Generator		
192	Set and Install Day Tank	0%	2 days	Mon 4/19/16	Mon 4/25/16			4/19/16   Set and Install Day Tank		
193	VFC Test & Impact Emergency Generator System	0%	2 days	Mon 4/25/16	Mon 4/25/16			4/25/16   VFC Test & Impact Emergency Generator System		
194	Conduct Emergency Generator Load Test	0%	5 days	Mon 4/25/16	Mon 5/1/16			4/25/16   Conduct Emergency Generator Load Test		
195	Commission Emergency Generator System	0%	10 days	Mon 5/1/16	Mon 5/17/16			5/1/16   Commission Emergency Generator System		
196	Commission Emergency Generator System	0%	10 days	Mon 5/1/16	Mon 5/17/16			5/1/16   Commission Emergency Generator System		
197	Train Owner on New Emergency Generator	0%	2 days	Mon 5/17/16	Mon 5/17/16			5/17/16   Train Owner on New Emergency Generator		
198	HWAC @ Penhouse	0%	2 days	Mon 5/17/16	Mon 5/17/16			5/17/16   HWAC @ Penhouse		
199	Set and Pipe New Chiller Unit(s)	0%	34 days	Mon 4/19/16	Mon 6/6/16			4/19/16   Set and Pipe New Chiller Unit(s)		
200	Replace/Install Supply/Return Plenum	0%	20 days	Mon 4/19/16	Mon 5/16/16			4/19/16   Replace/Install Supply/Return Plenum		
201	Set and Pipe Condensing Boiler Unit	0%	15 days	Mon 4/19/16	Mon 5/16/16			4/19/16   Set and Pipe Condensing Boiler Unit		
202	Set, Piping, and Test CHWS/R Pumps	0%	7 days	Mon 4/19/16	Mon 4/19/16			4/19/16   Set, Piping, and Test CHWS/R Pumps		
203	Test & Impact Boiler Under Load	0%	2 days	Wed 4/27/15	Thu 4/28/16			4/27/15   Test & Impact Boiler Under Load		
204	Test & Impact Chiller Under Load	0%	2 days	Wed 4/27/15	Thu 4/28/16			4/27/15   Test & Impact Chiller Under Load		
205	Commission New Chiller Units	0%	5 days	Wed 5/25/16	Mon 5/31/16			5/25/16   Commission New Chiller Units		
206	Commission New Condensing Boiler	0%	5 days	Wed 5/25/16	Mon 5/31/16			5/25/16   Commission New Condensing Boiler		
207	Train Owner on New Chiller Units and related Equipment	0%	2 days	Wed 5/25/16	Mon 5/31/16			5/25/16   Train Owner on New Chiller Units and related Equipment		
208	1st Level	0%	179 days	Wed 8/11/16	Thu 1/19/17			8/11/16   1st Level		
209	Remove "New" Curtain Wall Materials & Provide Usable Inventory	0%	10 days	Mon 3/21/16	Fri 4/1/16			3/21/16   Remove "New" Curtain Wall Materials & Provide Usable Inventory		
210	Trench Sewer Main @ SOG	0%	2 days	Mon 3/7/16	Tue 3/8/16			3/7/16   Trench Sewer Main @ SOG		
211	Demo and Rebuild Sewer Main, Backfill & Compact	0%	4 days	Wed 3/3/16	Mon 3/14/16			3/3/16   Demo and Rebuild Sewer Main, Backfill & Compact		
212	Sawcut, Repair and Infill SOG, All Areas	0%	7 days	Wed 3/23/16	Mon 3/29/16			3/23/16   Sawcut, Repair and Infill SOG, All Areas		
213	Patch and Repair Existing Plaster Walls, Interior and Exterior	0%	15 days	Thu 3/24/16	Mon 4/19/16			3/24/16   Patch and Repair Existing Plaster Walls, Interior and Exterior		
214	Grid Line and Room Layout	0%	215 days	Wed 3/24/16	Thu 4/14/16			3/24/16   Grid Line and Room Layout		
215	Slip Track Initial Stubs	0%	12 days	Wed 3/30/16	Thu 4/14/16			3/30/16   Slip Track Initial Stubs		

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

ID	Task Name	% Complete	Duration	Start	Finish	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030		
217	Plumbing Risers	0%	12 days	Wed 4/15/16	Thu 4/28/16																		
218	Rough-in Fire Sprinkler Pumps, Mains & Branches	0%	15 days	Wed 4/15/16	Tue 5/3/16																		
219	Rough-in Plumbing Mains & Branches	0%	15 days	Wed 4/15/16	Tue 5/3/16																		
220	Rough-in Plumbing Mains & Branches	0%	15 days	Mon 4/19/16	Mon 5/3/16																		
221	Set Electrical Control Panels and Transformers	0%	10 days	Mon 4/19/16	Mon 5/3/16																		
222	Set Electrical Control Panels and Transformers	0%	10 days	Mon 4/19/16	Mon 5/3/16																		
223	Electrical at New Pathhouse HVAC Equipment	0%	12 days	Mon 4/19/16	Tue 5/3/16																		
224	Rough-in Elec. Mains & Conduit Branches	0%	15 days	Mon 4/19/16	Fri 5/6/16																		
225	Rough-in LV Systems	0%	15 days	Mon 4/19/16	Fri 5/6/16																		
226	Rough-in Hydraulic Mains & Branches	0%	15 days	Mon 4/19/16	Fri 5/6/16																		
227	Rough-in Inspection	0%	2 days	Mon 5/9/16	Tue 5/10/16																		
228	Frame Plumbing Carrier Metal Stud Walls	0%	20 days	Wed 5/11/16	Tue 5/24/16																		
229	Frame & Build Shaft Walls	0%	3 days	Wed 5/11/16	Thu 5/12/16																		
230	Set Plumbing Fixture Carriers	0%	10 days	Wed 5/11/16	Mon 5/23/16																		
231	Set Door Frame Lines to Fitlines	0%	5 days	Mon 5/16/16	Wed 5/18/16																		
232	Set Door Frame Lines to Fitlines	0%	5 days	Mon 5/16/16	Wed 5/18/16																		
233	Head Wall Rough-in	0%	7 days	Wed 5/25/16	Thu 6/2/16																		
234	Frame Head Callings & Soffits	0%	10 days	Wed 5/25/16	Thu 6/2/16																		
235	Install Elevator Upgrades at 1st Level Lobby and Cab Interiors	0%	20 days	Wed 5/25/16	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	In-Wall Inspection	0%	2 days	Fri 6/3/16	Mon 6/6/16																		
239	Install Ceiling Hung Equipment Supports	0%	5 days	Fri 6/3/16	Mon 6/6/16																		
240	Rough-in Smoke Containment System	0%	15 days	Fri 6/3/16	Mon 6/27/16																		
241	Drywall 1 Side	0%	20 days	Tue 6/7/16	Mon 7/18/16																		
242	Ac and Tape Drywall 1 Side	0%	2 days	Tue 6/7/16	Mon 6/13/16																		
243	Drywall Head Callings & Soffits	0%	15 days	Tue 6/7/16	Mon 7/4/16																		
244	Drywall Inspection	0%	2 days	Tue 6/7/16	Wed 6/28/16																		
245	Fire Stop Wall Penetrations	0%	7 days	Tue 7/5/16	Wed 7/13/16																		
246	Insulate Walls	0%	7 days	Tue 7/5/16	Wed 7/13/16																		
247	Wall / Overhead Cover Inspection	0%	2 days	Thu 7/14/16	Fri 7/22/16																		
248	Install Rated Backboards at Tel/Data and Electrical Rooms	0%	2 days	Thu 7/14/16	Fri 7/22/16																		
249	Head and Tape Drywall Callings & Walls	0%	12 days	Mon 7/25/16	Fri 8/12/16																		
250	Drywall 2nd Sides	0%	12 days	Mon 7/25/16	Fri 8/12/16																		
251	Install Doors & Finish Hardware	0%	7 days	Mon 8/8/16	Tue 8/23/16																		
252	Interior Finishing	0%	10 days	Mon 8/8/16	Tue 8/23/16																		
253	Interior Finishing	0%	10 days	Mon 8/22/16	Fri 9/2/16																		
254	Finish Smoke Containment System	0%	20 days	Mon 8/22/16	Mon 9/19/16																		
255	Bulldo Electrical S/G & Conduit Rooms	0%	10 days	Mon 8/22/16	Fri 9/2/16																		
256	Head Wall Finishes	0%	20 days	Mon 8/22/16	Mon 9/19/16																		
257	Head Wall Finishes	0%	20 days	Mon 8/22/16	Mon 9/19/16																		
258	Acoustical Grid & Straps/Bracing	0%	5 days	Mon 8/29/16	Mon 9/5/16																		
259	Milwork & Trim	0%	5 days	Mon 8/29/16	Mon 9/5/16																		
260	Interior Handrails	0%	15 days	Mon 8/29/16	Mon 9/19/16																		
261	Waterproof Wet Areas	0%	15 days	Mon 8/29/16	Mon 9/19/16																		
262	Fire Sprinkler Heads at Ceiling	0%	15 days	Mon 8/29/16	Mon 9/19/16																		
263	HVAC Diffusers & Registers	0%	15 days	Mon 8/29/16	Mon 9/19/16																		
264	Install Main BMS & Program	0%	15 days	Mon 8/29/16	Mon 9/19/16																		
265	Light Fixtures at Ceiling Grid	0%	15 days	Mon 8/29/16	Mon 9/19/16																		
266	PA Finish	0%	10 days	Mon 8/29/16	Mon 9/19/16																		
267	Floor & Wall Tile	0%	10 days	Wed 9/7/16	Tue 9/20/16																		
268	Callings Tiles	0%	10 days	Wed 9/7/16	Tue 9/20/16																		
269	Toilet Partitions & Trim	0%	5 days	Wed 9/7/16	Thu 9/14/16																		
270	Plumbing Fixtures & Trim	0%	5 days	Wed 9/7/16	Thu 9/14/16																		
271	Flooring	0%	15 days	Wed 9/7/16	Tue 10/11/16																		
272	Division 10 Accessories	0%	10 days	Fri 9/24/16	Thu 10/13/16																		
273	Garl Flooring	0%	2 days	Wed 10/12/16	Thu 10/13/16																		
274	OFCI Equipment	0%	5 days	Fri 10/1/16	Fri 10/25/16																		
275	Acoustical Coverings	0%	5 days	Wed 10/12/16	Thu 10/25/16																		
276	Interior Finishing	0%	5 days	Wed 10/12/16	Thu 10/25/16																		
277	Inspection	0%	2 days	Wed 10/19/16	Thu 10/20/16																		
278	Signage	0%	5 days	Wed 10/12/16	Thu 10/25/16																		
279	Pre-Clean	0%	5 days	Fri 10/21/16	Tue 10/25/16																		
280	Pre-Test Fire Life Safety Systems	0%	5 days	Wed 10/19/16	Thu 10/25/16																		
281	Pre-Test Fire Life Safety Systems	0%	5 days	Wed 10/19/16	Thu 10/25/16																		
282	Architect Punch List	0%	189 days	Fri 11/4/16	Thu 11/24/16																		
283	2nd Level	0%	10 days	Mon 2/21/16	Mon 2/21/16																		
284	Grid Line and Room Layout	0%	10 days	Mon 2/21/16	Mon 2/21/16																		
285	Slip Track Metal Studs	0%	10 days	Mon 2/21/16	Mon 2/21/16																		
286	Plumbing Risers	0%	10 days	Mon 2/21/16	Mon 2/21/16																		
287	Rough-in Plumbing Mains & Branches	0%	7 days	Fri 2/19/16	Mon 2/22/16																		
288	Rough-in Plumbing Mains & Branches	0%	7 days	Mon 2/21/16	Tue 2/15/16																		





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

ProWest Constructors

ID	Task Name	% Complete	Duration	Start	Finish	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
433	Frame Hard Ceilings & soffits	0%	10 days	Wed 5/25/16	Tue 6/7/16															
434	Install Elevator Upgrades at 4th Level Lobby	0%	3 days	Fri 5/27/16	Fri 5/27/16															
435	Install Ceiling at 4th Level Lobby	0%	3 days	Fri 5/27/16	Fri 5/27/16															
436	In-Wall Equipment at Stacking	0%	3 days	Wed 5/25/16	Fri 5/27/16															
437	In-Wall Inspection	0%	2 days	Mon 5/30/16	Mon 5/30/16															
438	Install Ceiling Hung Equipment Supports	0%	5 days	Fri 5/27/16	Tue 6/7/16															
439	Rough-in Smoke Containment System	0%	3 days	Fri 5/27/16	Tue 6/7/16															
440	Drywall 1 Side	0%	15 days	Tue 5/31/16	Mon 6/28/16															
441	Mud and Tape Drywall 1 Side	0%	20 days	Tue 6/7/16	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%	15 days	Tue 6/7/16	Wed 6/22/16															
444	Drywall Inspection	0%	2 days	Tue 6/7/16	Wed 6/22/16															
445	Fire Stop Wall Penetrations	0%	7 days	Tue 6/22/16	Wed 6/29/16															
446	Fire Stop Wall Penetrations	0%	7 days	Tue 6/22/16	Wed 6/29/16															
447	Wall 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 Glazing	0%	7 days	Mon 8/15/16	Tue 8/23/16															
452	Prime & Patch Walls & Hard Ceilings	0%	7 days	Mon 8/15/16	Tue 8/23/16															
453	Finish Smoke Containment System	0%	10 days	Mon 8/15/16	Fri 8/26/16															
454	Blindout Electrical SOG & Comm Rooms	0%	10 days	Mon 8/15/16	Fri 8/26/16															
455	Head Wall Finishes	0%	20 days	Mon 8/8/16	Fri 9/4/16															
456	Head Wall Finishes	0%	10 days	Mon 8/22/16	Fri 8/26/16															
457	Mechanical & Trim	0%	20 days	Mon 8/29/16	Fri 9/16/16															
458	Waterproof Wall Areas	0%	2 days	Mon 8/29/16	Tue 9/6/16															
459	Fire Sprinkler Heads at Ceiling	0%	15 days	Mon 8/29/16	Tue 9/6/16															
460	HVAC Diffusers & Registers	0%	7 days	Mon 8/29/16	Tue 9/6/16															
461	Terminate BMS & Program	0%	15 days	Mon 8/29/16	Fri 9/16/16															
462	Light Fixtures at Ceiling Grid	0%	10 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	FIA Finish	0%	15 days	Mon 8/29/16	Tue 9/6/16															
465	Floor & Wall Tile	0%	10 days	Wed 9/3/16	Fri 9/16/16															
466	Ceiling Tiles	0%	10 days	Mon 9/5/16	Tue 9/13/16															
467	Plumbing Fixtures & Trim	0%	7 days	Wed 9/7/16	Thu 9/14/16															
468	Plumbing Fixtures & Accessories	0%	7 days	Wed 9/7/16	Thu 9/14/16															
469	Plumbing Fixtures & Accessories	0%	15 days	Wed 9/14/16	Tue 10/4/16															
470	Division 10 Accessories	0%	10 days	Thu 9/16/16	Tue 10/4/16															
471	Seal Flooring	0%	2 days	Wed 10/5/16	Thu 10/6/16															
472	OFCI Equipment	0%	5 days	Fri 10/7/16	Tue 10/13/16															
473	Window Coverings	0%	5 days	Wed 10/5/16	Tue 10/11/16															
474	Paint Touchup	0%	2 days	Wed 10/5/16	Tue 10/11/16															
475	Inspection	0%	5 days	Wed 10/5/16	Tue 10/11/16															
476	Signage	0%	5 days	Wed 10/5/16	Tue 10/11/16															
477	Pre-Test Fire Life Safety Systems	0%	5 days	Fri 10/7/16	Thu 10/13/16															
478	Architect Punch List	0%	5 days	Wed 10/5/16	Tue 10/11/16															
479	Architect Punch List	0%	5 days	Fri 10/7/16	Thu 10/13/16															
480	Architect Punch List	0%	5 days	Fri 10/7/16	Thu 10/13/16															
481	8th Level	0%	187 days	Wed 2/17/16	Thu 10/3/16															
482	Grid Line and Room Layout	0%	4 days	Wed 2/17/16	Thu 10/3/16															
483	SB Track Metal Studs	0%	10 days	Tue 2/23/16	Mon 3/7/16															
484	Plumbing Riser	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%	7 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 5/3/16															
490	Rough-in Fire Sprinkler Mains & Branches	0%	7 days	Mon 4/18/16	Tue 5/3/16															
491	Rough-in Fire Sprinkler Mains & Branches	0%	2 days	Mon 5/2/16	Tue 5/3/16															
492	Steel Stud Framing	0%	15 days	Wed 5/4/16	Tue 5/24/16															
493	Frame Plumbing Carrier Metal Stud Walls	0%	3 days	Wed 5/4/16	Tue 5/24/16															
494	Frame & Build Shaft Walls	0%	10 days	Wed 5/4/16	Tue 5/24/16															
495	Set Plumbing Fixture Carriers	0%	3 days	Mon 5/9/16	Tue 5/11/16															
496	Rough-in Plumbing Fixture Carriers	0%	5 days	Mon 5/9/16	Fri 5/13/16															
497	Rough-in Water Lines to Fixtures	0%	7 days	Wed 5/18/16	Thu 5/26/16															
498	Set Door Frames	0%	7 days	Wed 5/18/16	Thu 5/26/16															
499	Head Wall Rough-in	0%	7 days	Wed 5/18/16	Thu 5/26/16															
500	Frame Hard Ceilings & soffits	0%	10 days	Wed 5/25/16	Tue 6/7/16															
501	Install Elevator Upgrades at 5th Level Lobby	0%	3 days	Fri 5/27/16	Fri 5/27/16															
502	Install Ceiling at 5th Level Lobby	0%	3 days	Fri 5/27/16	Fri 5/27/16															
503	In-Wall Equipment at Stacking	0%	3 days	Wed 5/25/16	Fri 5/27/16															
504	In-Wall Inspection	0%	2 days	Mon 5/30/16	Mon 5/30/16															
505	Install Ceiling Hung Equipment Supports	0%	5 days	Fri 5/27/16	Thu 6/2/16															

LEGEND: █ Critical █ Task █ Progress █ Milestone █ Summary █ Project Summary

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

ProWest Constructors

ID	Task Name	% Complete	Duration	Start	Finish
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 7/11/16
507	Mud and Tape Drywall 1 Side	0%	20 days	Fri 6/24/16	Mon 8/8/16
508	Above Ceiling Inspection	0%	2 days	Fri 6/24/16	Fri 6/24/16
509	Drywall Hard Callings & Soffit	0%	15 days	Tue 6/28/16	Wed 8/2/16
510	Fire Stop Wall Penetrations	0%	7 days	Tue 6/28/16	Wed 7/6/16
511	Isolate Walls	0%	7 days	Thu 7/7/16	Fri 7/8/16
512	Wall / Overhead Cover Inspection	0%	2 days	Thu 7/7/16	Fri 7/8/16
513	Install Rated Backboards at Tel/Delta and Electrical Rooms	0%	2 days	Thu 7/7/16	Fri 7/8/16
514	Drywall 2nd Side	0%	15 days	Mon 7/18/16	Fri 8/5/16
515	Mud and Tape Drywall Callings & Walls	0%	15 days	Mon 7/18/16	Tue 8/16/16
516	Install Doors & Finish Hardware	0%	10 days	Mon 8/1/16	Fri 8/26/16
517	Interior Glazing	0%	7 days	Mon 8/1/16	Tue 8/23/16
518	Prime & Paint Walls & Hard Callings	0%	10 days	Mon 8/1/16	Mon 8/29/16
519	Finish Smoke Containment System	0%	10 days	Mon 8/1/16	Mon 8/29/16
520	Install Fire Stop & Conem Rooms	0%	20 days	Mon 8/1/16	Fri 9/3/16
521	Head Wall Finishes	0%	10 days	Mon 8/1/16	Fri 8/26/16
522	Acoustical Grid & Seismic Bracing	0%	20 days	Mon 8/22/16	Fri 9/18/16
523	Milwork & Trim	0%	20 days	Mon 8/22/16	Fri 9/23/16
524	Waterproof Wet Areas	0%	2 days	Mon 8/29/16	Tue 9/5/16
525	Fire Sprinkler Heads at Ceiling	0%	15 days	Mon 8/29/16	Fri 9/16/16
526	HVAC Diffusers & Registers	0%	7 days	Mon 8/29/16	Tue 9/6/16
527	Terminate BIM6 & Program	0%	15 days	Mon 8/29/16	Fri 9/16/16
528	Light Fixtures at Ceiling Grid	0%	10 days	Mon 8/29/16	Fri 9/23/16
529	PIA Finish	0%	15 days	Mon 8/29/16	Fri 9/16/16
530	Plaster & Wall Tile	0%	10 days	Wed 9/1/16	Fri 9/16/16
531	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
532	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
533	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
534	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
535	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
536	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
537	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
538	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
539	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
540	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
541	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
542	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
543	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
544	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
545	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
546	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
547	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
548	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
549	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
550	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
551	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
552	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
553	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
554	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
555	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
556	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
557	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
558	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
559	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
560	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
561	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
562	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
563	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
564	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
565	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
566	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
567	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
568	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
569	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
570	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
571	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
572	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
573	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
574	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
575	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16
576	Chasing & Patching	0%	5 days	Wed 9/1/16	Mon 9/5/16

**LEGEND:** Critical Task Progress Milestone Summary

Riverside Public Defender / Probation Building Project  
Riverside, CA

8 of 12  
Thu 6/8/15  
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
577	Fire Stop Wall Penetrations	0%	7 days	Tue 8/25/16	Wed 9/1/16			82316		Fire Stop Wall Penetrations
578	Insulate Walls	0%	7 days	Thu 7/7/16	Fri 7/15/16			77116		Insulate Walls
579	Wall / Overhead Cover Inspection	0%	2 days	Thu 7/7/16	Fri 7/15/16			77116		Wall / Overhead Cover Inspection
580	Install Rated Backboards at Tel/Data and Electrical Rooms	0%	15 days	Mon 7/18/16	Mon 8/15/16			77116		Install Rated Backboards at Tel/Data and Electrical Rooms
581	Drywall 2nd Side	0%	12 days	Mon 8/1/16	Tue 8/16/16			81116		Drywall 2nd Side
582	Install Doors & Finish Hardware	0%	10 days	Mon 8/15/16	Tue 8/23/16			81116		Install Doors & Finish Hardware
583	Interior Glazing	0%	10 days	Mon 8/15/16	Tue 8/23/16			81116		Interior Glazing
584	Prime & Paint Walls & Hard Callings	0%	10 days	Mon 8/15/16	Tue 8/23/16			81116		Prime & Paint Walls & Hard Callings
585	Finish Smoke Containment System	0%	20 days	Mon 8/15/16	Fri 8/28/16			81116		Finish Smoke Containment System
586	Buildout Electrical S/G & Comm Rooms	0%	10 days	Mon 8/22/16	Fri 9/1/16			82316		Buildout Electrical S/G & Comm Rooms
587	Head Wall Finishes	0%	20 days	Mon 8/22/16	Fri 9/1/16			82316		Head Wall Finishes
588	Anaesthical Gld & Salininc Bracing	0%	20 days	Mon 8/22/16	Fri 9/1/16			82316		Anaesthical Gld & Salininc Bracing
589	Milwork & Trim	0%	15 days	Mon 8/22/16	Fri 9/1/16			82316		Milwork & Trim
590	Waterproof Wet Areas	0%	15 days	Mon 8/22/16	Fri 9/1/16			82316		Waterproof Wet Areas
591	Waterproof Wet Areas	0%	15 days	Mon 8/22/16	Fri 9/1/16			82316		Waterproof Wet Areas
592	HVAC Ductwork & Registers	0%	15 days	Mon 8/22/16	Fri 9/1/16			82316		HVAC Ductwork & Registers
593	Terminate BMS & Program	0%	15 days	Mon 8/22/16	Fri 9/1/16			82316		Terminate BMS & Program
594	Light Fixtures at Ceiling Grid	0%	15 days	Mon 8/22/16	Fri 9/1/16			82316		Light Fixtures at Ceiling Grid
595	F/A Finish	0%	15 days	Mon 8/22/16	Fri 9/1/16			82316		F/A Finish
596	Floor & Wall Tile	0%	15 days	Mon 8/22/16	Fri 9/1/16			82316		Floor & Wall Tile
597	Ceiling Tiles	0%	15 days	Mon 8/22/16	Fri 9/1/16			82316		Ceiling Tiles
598	Plumbing Fixtures & Trim	0%	15 days	Mon 8/22/16	Fri 9/1/16			82316		Plumbing Fixtures & Trim
599	Toilet Partitions & Accessories	0%	15 days	Mon 8/22/16	Fri 9/1/16			82316		Toilet Partitions & Accessories
600	Flushing	0%	15 days	Mon 8/22/16	Fri 9/1/16			82316		Flushing
601	Division 10 Accessories	0%	5 days	Wed 9/1/16	Thu 9/8/16			82316		Division 10 Accessories
602	Seal Flooring	0%	5 days	Wed 9/1/16	Thu 9/8/16			82316		Seal Flooring
603	Paint Touchup	0%	5 days	Wed 9/1/16	Thu 9/8/16			82316		Paint Touchup
604	Signage	0%	5 days	Wed 9/1/16	Thu 9/8/16			82316		Signage
605	Pre-Clean	0%	5 days	Wed 9/1/16	Thu 9/8/16			82316		Pre-Clean
606	Pre-Test Fire Life Safety Systems	0%	5 days	Wed 9/1/16	Thu 9/8/16			82316		Pre-Test Fire Life Safety Systems
607	Pre-Test Fire Life Safety Systems	0%	5 days	Wed 9/1/16	Thu 9/8/16			82316		Pre-Test Fire Life Safety Systems
608	Architect Punch List	0%	19 days	Fri 10/21/16	Thu 11/10/16			82316		Architect Punch List
609	7th Level	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		7th Level
610	Old Line and Room Layout	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Old Line and Room Layout
611	Plumbing Risers	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Plumbing Risers
612	Rough-in Fire Sprinkler Mains & Branches	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Rough-in Fire Sprinkler Mains & Branches
613	Rough-in Plumbing Mains & Branches	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Rough-in Plumbing Mains & Branches
614	Rough-in Ductwork	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Rough-in Ductwork
615	Rough-in Elec. Mains & Conduit Branches	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Rough-in Elec. Mains & Conduit Branches
616	Rough-in LV Systems	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Rough-in LV Systems
617	Rough-in Hydronic Mains & Branches	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Rough-in Hydronic Mains & Branches
618	Rough-in Inspection	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Rough-in Inspection
619	Steel Stud Framing	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Steel Stud Framing
620	Frame Plumbing Carrier Metal Stud Walls	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Frame Plumbing Carrier Metal Stud Walls
621	Set Plumbing Fixtures Carriers	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Set Plumbing Fixtures Carriers
622	Rough-in Water Lines to Fixtures	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Rough-in Water Lines to Fixtures
623	Set Door Frames	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Set Door Frames
624	Head Wall Rough-in	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Head Wall Rough-in
625	Frame Hard Callings & soffits	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Frame Hard Callings & soffits
626	In-Wall Backing at Plumbing Fixtures	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		In-Wall Backing at Plumbing Fixtures
627	In-Wall Equipment Backing	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		In-Wall Equipment Backing
628	In-Wall Inspection	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		In-Wall Inspection
629	Install Ceiling Hung Equipment Supports	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Install Ceiling Hung Equipment Supports
630	Buildout Smoke Containment System	0%	10 days	Mon 8/22/16	Mon 9/1/16			82316		Buildout Smoke Containment System
631	Drywall 1 Side	0%	15 days	Tue 8/23/16	Mon 9/1/16			82316		Drywall 1 Side
632	Mid and Tape Drywall 1 Side	0%	20 days	Tue 8/23/16	Mon 9/1/16			82316		Mid and Tape Drywall 1 Side
633	Above Ceiling Inspection	0%	2 days	Fri 8/26/16	Mon 9/1/16			82316		Above Ceiling Inspection
634	Drywall Hard Callings & soffits	0%	15 days	Tue 8/23/16	Mon 9/1/16			82316		Drywall Hard Callings & soffits
635	Drywall Inspection	0%	7 days	Tue 8/23/16	Mon 9/1/16			82316		Drywall Inspection
636	Fire Stop Wall Penetrations	0%	7 days	Tue 8/23/16	Mon 9/1/16			82316		Fire Stop Wall Penetrations
637	Insulate Walls	0%	2 days	Thu 7/7/16	Thu 7/7/16			77116		Insulate Walls
638	Wall / Overhead Cover Inspection	0%	2 days	Thu 7/7/16	Thu 7/7/16			77116		Wall / Overhead Cover Inspection
639	Drywall 2nd Side	0%	15 days	Mon 8/15/16	Mon 8/15/16			81116		Drywall 2nd Side
640	Install Rated Backboards at Tel/Data and Electrical Rooms	0%	15 days	Mon 8/15/16	Mon 8/15/16			81116		Install Rated Backboards at Tel/Data and Electrical Rooms
641	Mid and Tape Drywall Callings & Walls	0%	12 days	Mon 8/15/16	Mon 8/15/16			81116		Mid and Tape Drywall Callings & Walls





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

ProWest Constructors

ID	Task Name	% Complete	Duration	Start	Finish
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	Window & Door Sill	0%	20 days	Mon 8/22/16	Fri 9/16/16
725	Fire Sprinkler Heads at Ceiling	0%	15 days	Mon 8/22/16	Fri 9/9/16
726	HVAC Diffusers & Registers	0%	7 days	Mon 8/29/16	Tue 9/6/16
727	Terminate BMS & Program	0%	15 days	Mon 8/29/16	Fri 9/9/16
728	Light Fixtures at Ceiling Grid	0%	10 days	Mon 8/29/16	Fri 9/9/16
729	F/A Finish	0%	15 days	Mon 8/29/16	Fri 9/9/16
730	Floor & Wall Tile	0%	10 days	Wed 9/1/16	Tue 9/13/16
731	PSEC Install DAS (Amplification System) Apparatus	0%	5 days	Mon 8/29/16	Fri 9/9/16
732	Plumbing Fixtures & Trim	0%	5 days	Wed 9/7/16	Tue 9/13/16
733	Toilet Partitions & Accessories	0%	5 days	Wed 9/7/16	Tue 9/13/16
734	Chairs	0%	15 days	Wed 9/7/16	Fri 9/23/16
735	Obelisk	0%	10 days	Fri 9/9/16	Thu 9/15/16
736	Obelisk	0%	10 days	Fri 9/9/16	Thu 9/15/16
737	Seal Flooding	0%	2 days	Wed 10/5/16	Thu 10/6/16
738	OFC Equipment	0%	5 days	Fri 10/7/16	Thu 10/13/16
739	Window Coverings	0%	5 days	Wed 10/5/16	Tue 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	Tue 10/11/16
743	Pre-Test Fire Life Safety Systems	0%	5 days	Wed 10/12/16	Thu 10/13/16
744	Pretest Punch List	0%	5 days	Fri 10/21/16	Thu 10/27/16
745	Architect Punch List	0%	5 days	Fri 10/21/16	Thu 10/27/16
746	Roofing	0%	18 days	Tue 8/22/16	Wed 10/26/16
747	Roofing	0%	8 days	Tue 8/22/16	Wed 10/26/16
748	Final Prep Roof Decks	0%	7 days	Tue 8/22/16	Wed 10/26/16
749	Install Wood Cup at Parapets	0%	3 days	Tue 8/22/16	Wed 10/26/16
750	Install Misc. Flashings, Parapet Caps, and Curb Pans, three Levels	0%	10 days	Tue 8/22/16	Mon 9/19/16
751	Install Crickets/Insulation	0%	10 days	Tue 8/22/16	Mon 9/19/16
752	Install Roofing Membrane, three Levels	0%	15 days	Tue 8/22/16	Mon 9/19/16
753	Boots and Counter Flashing at MEP's, Parapet Caps and Mech Pans	0%	7 days	Tue 8/22/16	Wed 8/30/16
754	Curbs and Wall and Glazing	0%	8 days	Wed 8/24/16	Wed 8/30/16
755	Install Sill Clips	0%	7 days	Wed 8/24/16	Wed 8/30/16
756	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
757	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
758	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
759	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
760	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
761	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
762	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
763	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
764	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
765	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
766	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
767	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
768	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
769	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
770	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
771	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
772	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
773	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
774	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
775	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
776	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
777	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
778	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
779	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
780	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
781	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
782	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
783	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
784	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
785	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
786	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
787	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
788	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
789	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
790	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
791	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16
792	Install Window Flashing	0%	7 days	Wed 8/24/16	Wed 8/30/16

LEGEND: Critical Task Progress Milestone Summary Project Summary

Riverside Public Defender / Probation Building Project  
Riverside, CA.

ProWest Constructors  
EDA Public Defender Const 5.06.15

11 of 12  
The 8/8/15  
Durations in Working Days



05/14/15

# **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

