

PROWEST
CONSTRUCTORS

RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "H" REIMBURSABLE EXPENSES SCHEDULE

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

Reimbursable Expenses Not to Exceed \$65,000

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RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "I" INVOICE FOR PAYMENT FORM

I.a Preconstruction Phase Invoice

I.b Reimbursable Expense Spreadsheet

I.c Construction Phase Invoice

PROWEST CONSTRUCTORS

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

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

PRECONSTRUCTION SERVICES BILLING

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

TOTAL PAYMENT DUE THIS MONTH:

\$0.00

Signed:

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

1.0

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

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

1. b

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RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "J" PROJECTED PAYMENT SCHEDULE

Preconstruction Phase

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

Construction Phase

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

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

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

* Overall construction duration not yet determined.

05/14/15

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EXHIBIT "K" RELEASE FORMS

SEE ATTACHED RELEASE FORMS

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

(CA Civil Code § 8132)

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

Identifying Information:

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

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

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

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

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

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

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

Date of waiver and release: _____

Amount of unpaid progress payment: \$ _____

Date of waiver and release: _____

Amount of unpaid progress payment: \$ _____

Date of waiver and release: _____

Amount of unpaid progress payment: \$ _____

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

Signature:

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

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

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

Identifying Information:

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

Name of Customer: _____

Job / Location: _____

Owner: _____

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

Maker of Check: _____
(Bank Name)

Amount of Check: \$ _____

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

Exceptions:

This document does not affect any of the following:

Disputed claims for extras in the amount of \$ _____

Signature: Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

(CA Civil Code § 8134)

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

Identifying Information:

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

Name of Customer: _____
(Owner or PTC)

Job / Location: _____

Owner: _____

Through Date: _____

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

The claimant has received the following progress payment:

\$ _____

Exceptions:

This document does not affect any of the following:

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

Signature: Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

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

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

Identifying Information:

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

Name of Customer: _____

Job / Location: _____

Owner: _____

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

Exceptions:

This document does not affect any of the following:

Disputed claims for extras in the amount of \$ _____

Signature:

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

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RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "L" ADDITIONAL INSURED LIST

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

05/14/15

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RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "M" SUBCONSULTANT INSURANCE REQUIREMENTS

NOT APPLICABLE

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RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT

EXHIBIT "N" CONSTRUCTION MANAGER'S STAFFING FEE SCHEDULE

Construction Management Fee:

ProWest Constructors proposes a fixed amount of \$485,000.00. (see attached proposal)

Included in the CM Fee is:

- Home office overhead expenses
- Project profit
- CM losses

Not included in the CM Fee is:

- General Conditions (direct CM labor and expenses)
- Preconstruction expense
- CM Insurance

Preconstruction Expenses

Preconstruction fee was determined based upon the scope of services attached and as detailed in Exhibit "P." (see attached proposal)

General Conditions Expenses

We have attached a General Conditions expense budget for the project based upon a 9 month construction duration with a 2 month closeout. Our labor rates include escalation and are guaranteed through June 22, 2016.

Total CM Contract Amount:

CM Fee:	\$485,000 (fixed)
General Conditions:	\$749,000 (estimated)
Preconstruction Services:	<u>\$167,342 (fixed)</u>
Total CM Contract:	\$1,401,342

See attached Construction Management Services Fee Proposal (revised) dated 4-6-15 and a copy of General Conditions for 9 months of construction and 2 months closeout.

*Final Construction Budget is yet to be confirmed as of 5-14-15

PROWEST

CONSTRUCTORS

May 20, 2015

Mr. Dominick Lombardi, Project Manager
Riverside County Economic Development Agency
3403 10th Street, Suite 400
Riverside, CA 92501

SUBJECT: Riverside Public Defender / Probation Building Project
REGARDING: Construction Management Services Fee Proposal – Multiple Prime Contracts (Revised R2)

Dear Mr. Lombardi,

Thank you for inviting ProWest to submit a proposal for Construction Management Services for the Public Defender / Probation Building project. We propose to provide comprehensive *Construction Management Services via Multiple Prime Contracts*. Our proposal is composed of 3 parts - Project Definition, Scope of Services and Fee Proposal.

PROJECT DEFINITION

1. The Project consists of the renovation of the existing 8 story 77,000 SF building located at 4075 Main Street, Riverside, CA 92510. The construction documents are prepared by Holt Architects, Inc. The building was originally constructed in the 1960's and is a poured in place concrete structure. The building is currently unoccupied. This project consists of two major scopes of work. The first scope of work is an entire seismic upgrade to the existing structure. The second portion of the work is the complete build out of the interior of the building which will consist of office and lobby space for both the Public Defender offices as well as the Probation Department. This project was originally awarded as a public low bid project to AWI Builders on February 21, 2013. Due to performance issues the County elected to terminate the construction contract with AWI Builders for convenience in March 2014. In an effort to continue with progress the Economic Development Agency hired Angeles Contracting to take over the seismic portion of the project. The seismic work is currently ongoing and is approximately 75% complete with an anticipated completion date of May 29th, 2015. The intent is to have the seismic portion of the work completed and signed off prior to bidding out the remainder of the project under Multiple Prime Contracting.
2. Some light fixtures, electrical switch gear and components, EMT conduit, curtain wall material and fire sprinkler material have been procured and are being stored on the site. This material will need to be inventoried and verified prior to completing scopes of work so bidders know what to include as owner furnished contractor installed materials.
3. Deferred approvals are required for the Fire Alarm and Fire Sprinkler systems as well as an Exterior Aluminum Shade Screen system. These deferred approvals were not completed by the previous contractor and will need to be incorporated into the Multiple Prime scopes and project schedule. Fire Sprinkler system that has been installed will need to be removed and reinstalled after deferred approval is received, and installation can be properly inspected.
4. Deferred approval is required for the exterior curtain wall system. This deferred approval has been completed. The small portion of curtain wall system that has been installed was done so without proper inspection and will need to be removed and re-installed.
5. There are two elevators that provide access to all floors. The existing elevators are to remain and will receive cosmetic upgrades to the interior of the elevators only.
6. Project delivery method to be Multiple Prime Contracts with complete on-site supervisory services.

7. The Economic Development Agency's construction budget for this project is \$10,000,000 (77,000 SF @ \$130/SF)
8. The first bid release is anticipated to begin in Mid-May 2015, with a construction start in Mid-July 2015. The second bid release will begin in July 2015 with contracts being issued in September 2015.
9. Bid instructions to include alternates for possible cosmetic upgrades to parking structure located adjacent to the main building.
10. Bid instructions to include an alternate for the Generator enclosure as shown on the documents.
11. Construction to include all required coordination with City of Riverside and Southern California Edison for Point of Connection tie-ins for utilities.

SCOPE OF SERVICES

Based on this understanding of the project, I have listed below the scope of services which ProWest can provide to help make this a successful project.

A. Design Validation Phase

1. Develop a Project Schedule using the Critical Path Method (CPM) of scheduling using Microsoft Project. The schedule shall treat the phases of the work and the responsibilities of the participants separately for each component of the project. The schedule will be able to be reviewed either by a time-scaled bar chart or as a summary bar chart identifying major milestones. This schedule will include all Preconstruction activities and will be updated as needed and issued at preconstruction meetings.
2. Develop a comprehensive list of all items that Economic Development Agency wants included in the project. Break this list out by items that require further design by the Architect versus items that can be addressed in the scopes of work.
3. Provide (1) construction cost estimate for 100% CD's for the project. Compare estimate with construction budget. Recommend design modifications to keep project within budget. Estimates shall always be based on current bid market conditions with escalation factors through projected bid date. This cost estimate will not include the seismic scope of work.
4. Coordinate with material suppliers and vendors as required to identify, inventory, compare with approved submittals and quantify construction materials that have been delivered to the site. Materials on site are as follows:
 - a.) EMT Conduit
 - b.) Light Fixtures
 - c.) VAV HVAC Devices
 - d.) Curtain Wall Materials
 - e.) Electrical Switchgear and Components
5. Research existing site conditions and utilities. Confirm extent of demolition, confirm all POCs for the project and photo document all existing conditions and provide organized photo book to all team members.
6. Perform quality control review of the drawings and specifications in order to reduce errors and omissions at bid time and in an effort to minimize change orders during construction. This quality control review will include constructability analyses. Organize and publish a detailed quality control report. Assist Architect with coordination between disciplines.
7. Chair Value Engineering session and make recommendations for Cost Savings.

8. Perform 3D scanning of entire project to establish As-Built conditions. Use Point Cloud data in conjunction with 2D drawings to develop an architectural BIM model. Overlay all MEP and Fire Protection drawings into a comprehensive level 400 model. Conduct Clash Detection meetings to coordinate all trades. Cost for this and other possible digital services has been broken out as requested under "Digital Preconstruction Services."
9. Establish a bidding strategy commensurate with the Economic Development Agency's desire for risk. Identify and manage the procurement long lead items.
10. Chair and record biweekly Preconstruction progress meetings between Architect, ProWest and the Economic Development Agency. Enhance project communication regarding Time, Cost and Quality. Due to time constraints on the project these Preconstruction meetings will be held weekly through the end of April 2015 then change to biweekly starting in May of 2015.
11. Provide liaison with Prime Trade Contractors and Suppliers.
12. Manage the Architect and its design team in revising contract documents so as not to impact the bidding schedule.
13. Prepare a detailed site logistics plan to be incorporated into the bid documents.

B. Bid Packages

1. Create detailed scopes of work for bidding to Multiple Prime Contractors. Recommend appropriate subdivisions of work into discrete bid packages.
2. Create all bidding and contract documents, including Divisions 0 and 1. This will include invitations for bids, bid forms, and supplementary instructions to bidders. Coordinate with Architect on Divisions 2 - 16. Incorporate specific Economic Development Agency bidding requirements into the documents. Specify unit prices, alternates, quantities, bonding and insurance requirements. Advise the Economic Development Agency on specific bid form allowances to be included in the budget.
3. Create a detailed construction schedule to be included as part of the bid packages. Organize the schedule to exactly match the bid packages. Contractually bind the contractors to the schedule.

C. Bidding Phase

1. Contact large numbers of contractors to bid on each package. Target 3 complete and competitive bids for each bid package.
2. Conduct prebid / job walk meetings. Provide hand out agendas for all attendees and manage sign in sheet.
3. Receive and resolve all bid questions. Coordinate with Architect and Economic Development Agency for responses and addenda.
4. Review bids in detail. Clarify scopes of work, exclusions etc. Get complete bids which match ProWest scopes of work. Review all bids with Economic Development Agency. Make recommendations for selection based on lowest, responsible and most complete bids. Provide a cost spreadsheet which compares the cost estimate to the lowest responsible bids.
5. Draft contracts, with letters of selection, for signature by Economic Development Agency.
6. Review signed contracts, bonds, insurance certificates and schedule of values. Draft notices to proceed for signature by Economic Development Agency.
7. Assist Economic Development Agency in setting up an escrow account for PTC payment by ProWest bank.

D. Construction Phase

1. Chair and record regular biweekly progress meetings with the Economic Development Agency, Architect, and ProWest to make key decisions, resolve problems and maintain communication. Chair and record all Preconstruction meetings with all Prime Trade Contractors. Chair and record special meetings such as prewaterproofing, prerooting, etc. Chair and record regular weekly Prime Trade Contractor progress meetings between ProWest and all contractors. Chair and record regular weekly MEP coordination drawing and BIM meetings between ProWest and all respective contractors.
2. Coordinate BIM model and when MEP Prime Trade Contractors are selected, coordinate and chair all BIM coordination meetings. Verify that model is followed in the field. Collect As-Built models weekly and incorporate As-Builts into final model.
3. Provide direct supervision, coordination, scheduling and problem resolution for Prime Trade Contractors.
4. Coordinate Division 1 requirements.
5. Coordinate Prime Trade Contractor contracts. Coordinate scopes of work and contractor schedules. Advise Owner if Prime Trade Contractors do not comply.
6. Review and approve all Prime Trade Contractor (PTC) schedules of value, payment applications, and lien releases. Submit all approved monthly PTC payment applications to the Economic Development Agency for final approval and payment to escrow holder.
7. Plan ahead to avoid problems. When problems arise, resolve them quickly. Research, analyze, record and recommend solutions for final decision by the Economic Development Agency.
8. Create a procurement schedule spreadsheet, which identifies all materials, equipment, 2nd tier suppliers and subcontractors, lead times, contacts, etc.
9. Produce a monthly budget control report which tracks budgets, contracts and change orders, payments, and projected costs.
10. Requests for Information (RFI), submittal and change order review, analysis and recommendation. Provide tracking reports and update biweekly.
12. Create and update the construction schedule for the project. Communicate the schedule to all contractors. The schedule is to include submittal times and material lead times and will be reviewed and updated at regular meetings.
14. Coordinate all inspections with Inspector of Record (IOR).
15. Coordinate furniture, equipment and other owner furnished requirements with Prime Trade Contractors.
16. Observe the work of Prime Trade Contractors, review inspection reports and ensure necessary corrections are made.
17. Perform an above-ceiling "Incomplete Work Items List" prior to closing ceiling areas. Record and distribute to all affected contractors. Manage completion of the outstanding items.
18. Assist Economic Development Agency in coordinating the checkout of utilities systems and equipment for readiness and assist in their initial start-up and testing by the Prime Trade Contractors.
19. Assist the team in coordination and installation of owner furnished items as required.

20. Secure substantial completion and the Economic Development Agency approval. Work with Economic Development Agency to create a detailed punch list for completion by contractors.
21. Manage all as-built drawings. Require all Prime Trade Contractors to furnish red-lined as-built drawings (or to red-line the ProWest as-built set) each month, prior to ProWest's approval of each Prime Trade Contractor pay application. ProWest to verify as-built updates every month for completeness and accuracy. ProWest will maintain one set of updated as-built drawings in the CM trailer at all times, updated no less frequently than monthly. At the end of the project, ProWest will provide as-builts to Architect, for the Architect's use in incorporating them into the Record Documents via CAD.

E. Closeout Phase

1. Manage completion of punch list. Secure warranties from contractors. Secure all final inspections. Prepare, for filing by the Economic Development Agency, Notices of Final Completion for each contractor.
2. Make recommendations regarding final payments to contractors; obtain final lien releases from all subcontractors and suppliers; make recommendations for resolution of all change orders; make recommendations for payment of contractors after expiration of subcontractor lien period.
3. Secure all maintenance and operations manuals, along with all critical project data, neatly organize and bind into volumes and deliver to the Economic Development Agency.
4. Assist with equipment installation and the Economic Development Agency's move-in. Troubleshoot operating problems.

FEE PROPOSAL

All fees are payable on a monthly basis. Monthly bills are due within 15 days, and we reserve the right to stop work if not paid within 30 days.

A. Schedule

Our fee proposal is generally based upon the following schedule:

- Preconstruction Phase – 6 months, beginning March 10, 2015 and ending September 10, 2015.
- Mobilization and Construction Commencement – Beginning July 22, 2015
- Construction Time – To be determined via detailed construction schedule during Preconstruction Phase.

B. Preconstruction Phase Fee

The fee for services during Design Validation Phase, Bid Preparation Phase, and Bidding Phase shall be a fixed fee as follows:

Basic Preconstruction Fee	\$141,590
Preconstruction Fee as a Result of Project Takeover	<u>\$ 25,752</u>
Total Preconstruction Fee	\$167,342

The fee will be billed on a percentage complete basis.

C. Reimbursables

These costs will be billed monthly as they are incurred, at actual cost, with detailed backup provided, and shall be limited to the following items:

Postage and Delivery
Document Reproduction & Printing

D. CM Fee

The CM fee shall be fixed at \$485,000. The CM Fee will be billed monthly in equal increments over the course of construction.

E. General Conditions

ProWest general conditions cost shall be a fixed fee of \$68,091 per month.

The general conditions fee will be billed monthly in equal increments over the course of construction.

The general conditions fee excludes:

- Disposal Bins & Dump Charges
- Security Guard Service
- Chemical Toilets and Wash Stations
- Temp. Lights and Power
- Temp. Generator and Fuel
- Jobsite Fencing
- Forklift
- Survey
- BIM Consultant
- Tool Sheds / Storage Facilities
- Power Consumption
- Water Consumption
- Men & Material Hoists
- Cost for a part time superintendent for off hours and over time supervision.

F. Insurance

We have included costs for insurance as part of the CM Fee as stated above. We have assumed limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Our proposal is subject to the following stipulations:

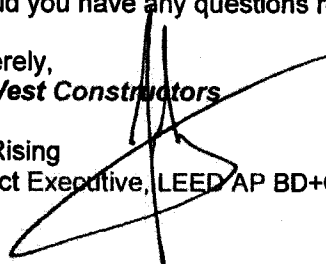
- ProWest and the Economic Development Agency to be named as Additional Insureds on Prime Trade Contractor's policies.
- Specific exclusions: asbestos, hazardous materials, and mold/fungus.

We look forward to working together with you and the team on this project.

Should you have any questions regarding this proposal, please feel free to contact me.

Sincerely,
ProWest Constructors

Jeff Rising
Project Executive, LEED AP BD+C



Approved: _____
Economic Development Agency

Date: _____