

Exhibit "E"

KEY PERSONNEL

**Tilden-Coil Constructors, Inc.
Smith Correctional Facility – Laundry Facility Expansion
Key Personnel**

1. Steve Worley, Project Executive
2. Marty Greenwood, Project Manager
3. TBD – Project Superintendent
4. TBD – Justin James
5. TBD – Marissa Garcia

Exhibit F - Master Project Schedule

Smith Correctional Facility - Laundry Facility

Jun-30-17 13:51

Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
Smith Correctional Facility - Laundry Facility Expansion		224d	May-11-17	Mar-29-18	0d
Milestones		224d	May-11-17	Mar-29-18	0d
M0001	Start Project	0d	May-11-17*		0d
M0010	Principle CM Agreement - Direct to Proceed	20d	May-11-17	Jun-08-17	0d
M9999	Project Complete	0d		Mar-29-18	0d
Laundry Facility Expansion		89d	May-11-17	Sep-15-17	0d
Design		18d	May-11-17	Jun-06-17	5d
DD0010	Start Design Phase	0d	May-11-17		5d
DD0020	CD's 100% Complete	8d	May-11-17	May-22-17	5d
DD0030	Owner Approved CD	10d	May-23-17	Jun-06-17	5d
DD9999	Complete Design Phase	0d		Jun-06-17	5d
Coordination		40d	Jun-07-17	Aug-02-17	7d
C1000	Start Coordination Phase	0d	Jun-07-17		5d
C1010	Plan Check Submission/Approval (Building Departn	10d	Jun-07-17	Jun-20-17	7d
C1020	Plan Corrections	5d	Jun-21-17	Jun-27-17	7d
C1030	Back Check Items	5d	Jun-28-17	Jul-05-17	7d
C1040	Plan Check Submission/Approval/Permit (County F	15d	Jul-06-17	Jul-26-17	7d
C1050	FD Back Check	5d	Jul-27-17	Aug-02-17	7d
C1060	Plan Check Submission/Approval (County Counsel)	19d	Jun-14-17	Jul-11-17	0d
C1070	Board Approval of Plans and Specification	0d	Jul-12-17		0d
C5999	Complete Coordination Phase	0d		Aug-02-17	7d
Planning		38d	Jun-09-17	Aug-02-17	7d
P2000	Start Planning Phase	0d	Jun-09-17		0d
P2010	Division 0 and 1	3d	Jun-09-17	Jun-13-17	0d
P2020	CPM Schedule	10d	Jun-14-17	Jun-27-17	7d
P2030	Constructibility Review	10d	Jun-14-17	Jun-27-17	7d
P2040	Bid Scopes	25d	Jun-28-17	Aug-02-17	7d
P2999	Complete Planning Phase	0d		Aug-02-17	7d
Budgeting		0d	Jun-28-17	Jun-28-17	56d
B4000	Start Budgeting Phase	0d	Jun-28-17		56d
B4010	NIC	0d	Jun-28-17		56d
B4999	Complete Budgeting Phase	0d		Jun-28-17	56d
Bid Process		47d	Jul-12-17	Sep-15-17	0d
BP3000	Start Bid Process	0d	Jul-12-17		0d
BP3010	Place Ad	4d	Jul-12-17	Jul-17-17	0d
BP3020	Advertise Pre-Qaulification Statements	5d	Jul-18-17	Jul-24-17	0d
BP3030	Bid Period	14d	Jul-25-17	Aug-11-17	0d
BP3040	Recieve Bids (Tabulate/Review/Recommend)	3d	Aug-14-17	Aug-16-17	0d
BP3050	County Council Approve Bid Results	5d	Aug-17-17	Aug-23-17	0d
BP3060	Prepare Prime Contracts and Distribute	5d	Aug-24-17	Aug-30-17	0d
BP3070	Obtain Client Approval on Contracts	1d	Aug-31-17	Aug-31-17	0d
BP3080	Issue Contracts/NOA	10d	Sep-01-17	Sep-15-17	0d
BP3999	Complete Bidding Phase	0d		Sep-15-17	0d
Construction		135d	Sep-15-17	Mar-29-18	0d
CON0010	Start Construction	0d	Sep-15-17		0d
CON0020	Construction	120d	Sep-18-17	Mar-08-18	0d

Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
CON0030	Weather Allowance	5d	Mar-09-18	Mar-15-18	0d
CON0040	Commisioning/Startup	10d	Mar-16-18	Mar-29-18	0d
CON9999	Complete Construction	0d		Mar-29-18	0d

EXHIBIT "G"

PROPERTY DESCRIPTION

The property address is 1628 South Hargrave Street, Banning, CA 92220. The building onsite is a warehouse with mezzanine. The building consists of 3,200 gross square feet of space. The project area is located in the southwest corner of the building, on the ground floor, and will utilize approximately 3,200 square feet of useable space.

EXHIBIT "H"

REIMBURSABLE EXPENSES SCHEDULE

There are no pre-approved reimbursable expenses at the time of the execution of this agreement. Construction Manager must have written authorization by the County prior to being reimbursed for any expenses as described in Section 5.2 of the Agreement.

EXHIBIT "I"
INVOICE PAYMENT FORM



**APPLICATION AND
CERTIFICATE FOR PAYMENT**

INVOICE DATE: _____ Date: _____

BILL TO:

INSERT CLIENT NAME
INSERT CLIENT ADDRESS
INSERT CLIENT ADDRESS
ATT INSERT CLIENT CONTACT

PERIOD ENDING
TCC PROJECT #
COUNTY #
APPLICATION #

Smith Correctional Facility - New Clinic	
CONSTRUCTION MANAGEMENT SERVICES	
PRECONSTRUCTION FEE (## months)	
PRECONSTRUCTION FEE BILLED TO DATE (## of ##)	
PRECONSTRUCTION FEE BALANCE	\$.
CONSTRUCTION MANAGEMENT FEE	
TOTAL CONSTRUCTION TO DATE - 0% Complete	
CONSTRUCTION MANAGEMENT FEE BALANCE	\$.
GENERAL CONDITIONS BUDGET (## months)	
GENERAL CONDITIONS COMPLETED TO DATE (# of ##)	
GENERAL CONDITIONS BALANCE	\$.
TOTAL COMPLETED	
LESS PREVIOUS APPLICATIONS FOR PAYMENT	
CURRENT PAYMENT DUE:	\$ -
BALANCE TO FINISH INCLUDING RETENTION	\$.

REVIEWED BY:

TILDEN-COIL CONSTRUCTORS, INC.

DATE

COUNTY OF RIVERSIDE

DATE

OUTSTANDING APPLICATIONS FOR PAYMENT

APP #	INVOICE DATE	PERIOD ENDING	AMOUNT
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EXHIBIT "J"

PAYMENT SCHEDULE

Fixed Basic Services Fee Breakdown:

<u>Item</u>	<u>Amount</u>	<u>Payment Phase</u>
CM Fee:	\$185,000	100% Invoiced during construction (no retention)
General Conditions:	\$292,397 (7 Months)	100% Invoiced during construction (no retention)
Preconstruction:	\$26,825	100% Invoiced during pre-construction (no retention)
Total:	\$504,222	

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
California Civil Code Section 8132

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

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Conditional Waiver and Release

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

Maker of Check: _____
Amount of Check: \$ _____
Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not 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(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

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

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

California Civil Code Section 8134

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

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Unconditional Waiver and Release

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

Exceptions

This document does not affect any of the following:

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

Signature

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

Exhibit K – Release Forms
CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
California Civil Code Section 8136

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

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Conditional Waiver and Release

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

Maker of Check: _____
Amount of Check: \$ _____
Check Payable to: _____

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$ _____

Signature

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

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
California Civil Code Section 8138

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

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Unconditional Waiver and Release

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

Exceptions

This document does not affect the following:
Disputed claims for extras in the amount of: \$ _____

Signature

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

EXHIBIT "L"

ADDITIONAL INSUREDS LIST

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

EXHIBIT "M"

SUBCONSULTANT INSURANCE REQUIREMENTS

Any Sub-consultants Tilden-Coil Constructors, Inc. utilizes will be required to provide the same level of insurance as Tilden-Coil Constructors, Inc. Please refer to Article 10 of the Agreement.

EXHIBIT "N"

CONSTRUCTION MANAGER'S STAFFING FEE SCHEDULE

Construction Manager's Staffing Fee Schedule is included in the Fee Proposal attached hereinto as "Exhibit P".

EXHIBIT "O"
CONSTRUCTION MANAGER'S SUBCONSULTANT SERVICES

Not Used

EXHIBIT "P"

CONSTRUCTION MANAGER'S PROPOSAL

Construction Manager's Proposal is included on the following pages and includes CM Services Proposal and General Conditions Estimate.



Tilden-Coil Constructors, Inc.
Larry D. Smith Correctional Facility
Laundry Facility Expansion
CM Services Proposal

Project Understanding

The project includes converting a portion of an existing Warehouse into an expanded Laundry Facility. The existing portion of the Warehouse that is getting converted is approximately 3,400 sft.

Total CM Contract

Total Construction Management Contract amount is comprised of 1) CM Fee, 2) Preconstruction Expenses and 3) General Conditions Expenses and shall be the fixed amount of **\$504,222** as identified below.

Construction Management Fee: Tilden-Coil proposes the construction management fee of **\$185,000** which is based upon 7.4% of the estimated final cost of construction (prime contracts), which is currently estimated to be \$2.5 million. In order to fix our contract price as requested, we have based our construction management fee on the anticipated final cost of construction (prime contracts).

Preconstruction Expenses: Preconstruction includes CM Multi-Prime bidding and bid document development.

General Conditions Expenses: We have attached a fixed General Conditions expense budget for the project. The General Conditions budget is based upon the timelines indicated in each budget.

CM Proposal Breakdown

Category	Total
Sum of Primes Budget (1)	\$2,500,000
CM Fee (7.4%)	\$185,000
General Conditions	\$292,397
Total Construction	\$2,977,397
Preconstruction (2)	\$26,825
Total CM Contract (3)	\$504,222

(1) Sum of Primes budget is the estimated final cost of hard construction (prime contracts)

(2) Preconstruction includes CM Multi-Prime bidding services

(3) Total CM Contract = CM Fee, General Conditions and Preconstruction

Preconstruction Breakdown	Hours	Rate	Total
Development of up-front bidding documents	40	\$145	\$5,800
Scope development	100	\$145	\$14,500
Bidding and Bid Evaluation Support	25	\$145	\$3,625
Meetings	20	\$145	\$2,900
Total	173	\$145	\$26,825



Original: 06/07/17
 Update: 06/14/17
 Printed on: 06/14/17

GENERAL CONDITIONS ESTIMATE

*Anticipated Construction Start date is November 2017.

	Const.	Closeout	Total
Larry D. Smith Correctional Facility	Days 180	30	210
Laundry Facility Expansion	Weeks 26	4	30
County of Riverside, EDA	Months 6	1	7

Description	Qty	Unit	Unit Cost	Total	General Conditions	Owner Expense	Direct Cost of the Work	Provided by the LDC Clinic Project
Construction Supervision								
Project Executive	2.60	wk	\$ 5,634	\$ 14,648	X			
Sr. Project Manager		wk	\$ 4,975	\$ -				
Project Manager (1/4)	6.50	wk	\$ 4,542	\$ 29,523	X			
Assistant Project Manager		wk	\$ 4,326	\$ -				
Superintendent	26.00	wk	\$ 4,629	\$ 120,356	X			
Area/Assistant Superintendent		wk	\$ 4,326	\$ -				
Project Engineer (1/2)	13.00	wk	\$ 3,461	\$ 44,987	X			
Scheduler		wk	\$ 5,191	\$ -				
BIM Manager		wk	\$ 5,191	\$ -				
QA/QC Coordinator		wk	\$ 4,326	\$ -				
Safety Officer	2.60	wk	\$ 4,326	\$ 11,247	X			
Project Administrative Assistant (1/4)	6.50	wk	\$ 2,596	\$ 16,870	X			
Project Engineer Intern		wk	\$ 2,596	\$ -				
Field Labor		wk	\$ 3,028	\$ -			X	X
Post-Construction / Closeout Labor & Expenses								
Project Executive		wk	\$ 5,634	\$ -				
Sr. Project Manager		wk	\$ 4,975	\$ -				
Project Manager (1/4)	1.08	wk	\$ 4,542	\$ 4,920	X			
Superintendent		wk	\$ 4,629	\$ -				
Project Engineer (1/2)	2.17	wk	\$ 3,461	\$ 7,498	X			
Project Administrative Assistant (1/2)	2.17	wk	\$ 2,596	\$ 5,623	X			
Project Engineer Intern		wk	\$ 2,596	\$ -				
Field Labor		wk	\$ 3,028	\$ -				
LEED Certification Submittals		wk	\$ 3,461	\$ -				
Owner Training		wk	\$ 3,461	\$ -	X			
Post-Occupancy Maintenance		wk	\$ 4,629	\$ -		X		
Warranty Labor		wk	\$ 3,028	\$ -				
Construction Materials/Expenses								
Site Management								
Recycling/Trash Dumpster Removal / Hauling	7	each	\$ 600	\$ 4,200	X		X	
Final Clean Up		sf		\$ -			X	
Safety Measures	1	ls	\$ 1,500	\$ 1,500	X		X	
Safety Equipment				\$ -			X	
Fire Prevention Equipment (Fire Extinguisher)	1	LS	\$ 500	\$ 500	X		X	
Traffic Control / Signage				\$ -			X	
Dust Control				\$ -			X	
Construction Water				\$ -			X	
Hydrant Meters		mo	\$ 350	\$ -		X		
SWPPP Implementation				\$ -			X	
QSP Owner Reporting (weekly/quarterly/annual)				\$ -			X	
QSD				\$ -	X			
Weather Protection	1	LS	\$ 2,500	\$ 2,500	X		X	
Temporary Heating				\$ -			X	
Caretaker/Security				\$ -			X	
Temporary Fencing & gates	1000	lf	\$ 7.50	\$ 7,500	X		X	
K-rail				\$ -				
Parking				\$ -				
Vandalism/Graffiti Repair				\$ -				
Temporary Facilities & Storage								



Original: 06/07/17
 Update: 06/14/17
 Printed on: 06/14/17

GENERAL CONDITIONS ESTIMATE

*Anticipated Construction Start date is November 2017.

	Const.	Closeout	Total
Larry D. Smith Correctional Facility	Days	180	30
Laundry Facility Expansion	Weeks	26	4
County of Riverside, EDA	Months	6	1
			7

Description	Qty	Unit	Unit Cost	Total	General Conditions	Owner Expense	Direct Cost of the Work	Provided by the LDC Clinic Project
Office Trailer Rental & Expenses		mo		\$ -				X
Office Trailer Mobilization & Set up & tear down		ea		\$ -				X
Office Trailer Alarm (includes commissioning)		mo	\$ 50	\$ -				X
Storage Bins	6	mo	\$ 150	\$ 900	X			
Project Signs	1	ea	\$ 1,000	\$ 1,000	X			
Temporary Utilities & Services								
Temp Power Poles & Connection (Tie Into Existing)	1	ls	\$ 5,000	\$ 5,000	X		X	
Monthly Power (Tie Into Existing)		mo		\$ -			X	
Toilets / Hand Wash	6	mo	\$ 750	\$ 4,500	X	X		
Temp Lighting				\$ -				
Extend Temp Utilities				\$ -			X	
Equipment & Fuel								
Management Fuel	22.75	wk	\$ 100	\$ 2,275	X			
Supervision Fuel	26.00	wk	\$ 100	\$ 2,600	X			
Equipment Fuel				\$ -				
Small Tools/Equipment Repair	6	MO	\$ 450	\$ 2,700	X		X	
Equipment Rental				\$ -			X	
On Site Transportation				\$ -			X	
Specialty Services								
Blueprints/Plans (Printing)		ls		\$ -		X		
Blueprints/Plans (Electronic Conversion/Software)				\$ -		X		
Photos/Video				\$ -				
Web Camera				\$ -				
Surveying				\$ -				
C.P.M. Schedule				\$ -			X	
Material Testing				\$ -	X			
Special Inspections				\$ -		X		
Soils Testing				\$ -		X		
Electronic File Archiving				\$ -	X	X		
Communication Services								
Project Telephones / Internet		mo		\$ -				X
Cellular Phones		mo		\$ -				X
Mobile/In Field Computing (tablets)		mo		\$ -				X
Project Management Software (Prolog)		mo		\$ -				X
Systems Installation/Network Config. (Trailer)		mo		\$ -				X
Office Equipment								
Office Equipment (Computers, Printers, Fax, etc.)		mo		\$ -				X
Office Copier		mo		\$ -				X
Office Furnishings		mo		\$ -				X
Office Supplies		mo		\$ -				X
Office Cleaning		mo		\$ -				X
Drinking Water		mo		\$ -				X
Postage/Shipping	7	mo	\$ 150	\$ 1,050	X			X
Travel Expenses								
Meetings				\$ -				
Promotion Expenses				\$ -				
Lodging				\$ -				
Meals				\$ -				
Soft Costs								
Owner Purchases				\$ -				



Original: 06/07/17
 Update: 06/14/17
 Printed on: 06/14/17

GENERAL CONDITIONS ESTIMATE

*Anticipated Construction Start date is November 2017.

		Const.	Closeout	Total
Larry D. Smith Correctional Facility	Days	180	30	210
Laundry Facility Expansion	Weeks	26	4	30
County of Riverside, EDA	Months	6	1	7

Description	Qty	Unit	Unit Cost	Total	General Conditions	Owner Expense	Direct Cost of the Work	Provided by the LDC Clinic Project
CM Insurance Expense								
Permits/Fees/Licenses	1	LS	\$ 500	\$ 500	X			

Total General Conditions Estimate \$ 292,397

***Items identified as being provided by LDS Clinic Project as noted in the column to the right, are already covered by the LDS Clinic Project General Conditions which is planned to be under construction concurrently with the Laundry Facility Expansion. If the planned concurrency of the two projects is disrupted for any reason, the General Conditions estimate shall be revised accordingly to account for the overages. It is noted this revision may include additional labor costs as well.

BID AND CONTRACT DOCUMENTS

FOR

BID No. FM08110005910

Larry D. Smith Correctional Facility -
Laundry Facility Expansion

July 26th, 2017



3403 10th St – 4th Floor
Riverside, CA 92501

FORM APPROVED COUNTY COUNSEL
BY: Marsha L. Victor 7/26/17
MARSHA L. VICTOR DATE