

.2 providing any service or benefit to any person which is not equivalent to, or is in a non-equivalent manner or at a non-equivalent time from, that provided to others;

.3 subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

.4 restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; or

.5 treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.

16.1.2 Contractor shall ensure that services are provided without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

16.1.3 Contractor shall establish and maintain written procedures under which any person applying for, performing or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination. Such persons shall be advised by Contractor of these procedures. A copy of such procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

16.2 NON-DISCRIMINATION IN EMPLOYMENT

Contractor must, in accordance with Applicable Laws, not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. Without limitation to any other provisions of this Section 16.2, in the performance of the obligations under the Contract Documents, Contractor and the Subcontractors shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code §§12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§200e - 217), whichever is more restrictive. Contractor and the Subcontractors shall ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws. Such shall include, but not be limited to, the following:

.1 employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; or

.2 selection for training, including apprenticeship.

16.2.1 Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Section 16.2.

16.2.2 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws.

16.2.3 Contractor shall send to each labor union, or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or the workers' representative of Contractor's commitments under this Section 16.2.

16.2.4 Contractor certifies and agrees that it will deal with the Subcontractors, bidders and vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of Applicable Laws.

16.2.5 In accordance with Applicable Laws, Contractor shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with the provisions of this Section 16.2. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the provisions of this Section 16.2.

16.2.6 If County finds that any of the provisions of this Section 16.2 have been violated by Contractor or any of the Subcontractors, such violation shall constitute a material breach of the Construction Contract for which County may cancel, terminate or suspend the Construction Contract. While County reserves the right to determine independently that the anti-discrimination provisions of the Construction Contract have been violated, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor or the Subcontractor has violated State or Federal anti-discrimination laws shall constitute a finding by County that Contractor or the Subcontractor has violated the provisions of this Section 16.2.

16.2.7 Contractor hereby agrees that it will comply with §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and similar Applicable Laws relating to employment of or access to persons with disabilities, all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor receiving Federal Financial Assistance.

END OF GENERAL CONDITIONS

PROWESTTM

CONSTRUCTORS

RIVERSIDE COUNTY PUBLIC HEALTH LABORATORY EXPANSION PROJECT

EXHIBIT "C" HOURLY RATE SCHEDULE

Construction Management:

Principal / Project Executive:	\$255.00
Director of Preconstruction Services	\$220.00
Sr. Project Manager	\$195.00
Sr. Project Superintendent	\$195.00
Preconstruction Services Manager	\$190.00
Project Manager	\$170.00
Project Superintendent	\$165.00
Senior Estimator	\$175.00
Area Superintendent	\$125.00
Project Engineer	\$115.00
Estimator	\$140.00
Project Coordinator	\$ 80.00
Field Engineer	\$115.00
Secretary / Clerk	\$ 65.00
Main Office Accountant / Controller	\$145.00

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.

EXHIBIT "D"

INITIAL PROGRAM

Not Applicable

01/29/18

PROWEST **CONSTRUCTORS**

RIVERSIDE COUNTY PUBLIC HEALTH LABORATORY EXPANSION PROJECT

EXHIBIT "E" KEY PERSONNEL

<u>NAME</u>	<u>TITLE</u>	<u>PHONE</u>
Joe Linden	Executive Vice President	805-705-2576 Cell
Jeff Rising	VP, Principal	909-578-9633 Cell
Michael DeMarie	VP, Chief Operating Officer	949-500-2599 Cell
Jeff Stolzoff	Sr. Project Manager	951-678-1038
Howard Pray	Project Superintendent	951-678-1038
Wesley Freeman	Project Engineer	951-529-7266 Cell
Carol Frias	Bid Solicitation	951-678-1038 x234

EXHIBIT "F"

MASTER PROJECT SCHEDULE

INITIALS

RIVERSIDE UNIVERSITY HEALTH SYSTEM - PUBLIC HEALTH LABORATORY EXPANSION PROJECT
EXHIBIT "F" MASTER PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	2019																	
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
1	EDA Public Health Laboratory Expansion	618 days	Mon 7/17/17	Wed 11/27/19																		
2	Administration	143 days	Mon 7/17/17	Wed 1/31/18	7/17																	
3	Commencement	142 days	Mon 7/17/17	Tue 1/30/18	7/17																	
4	Completion	1 day	Wed 1/31/18	Wed 1/31/18																		
5	Bid & Award	34 days	Tue 1/30/18	Fri 3/16/18																		
6	Bid Release	24 days	Tue 1/30/18	Fri 3/2/18																		
7	Receive Bids	1 day	Mon 3/5/18	Mon 3/5/18																		
8	Submit to County	1 day	Tue 3/6/18	Tue 3/6/18																		
9	Submittals / Approval	8 days	Wed 3/7/18	Fri 3/16/18																		
10	Procurement	84 days	Mon 3/19/18	Thu 7/12/18																		
11	Construction	434 days	Fri 3/30/18	Wed 11/27/19																		
12	Mobilization	7 days	Fri 3/30/18	Mon 4/9/18																		
13	Construction of 1st Phase / Addition	297 days	Mon 4/9/18	Tue 5/28/19																		
14	Construction of 2nd Phase / Remodel Existing	131 days	Wed 5/29/19	Wed 11/27/19																		

LEGEND: Task [Bar] Milestone [Diamond] Summary [Arrow]

ProWest Constructors
 RUHS Public Health Lab Preliminary MPS 12-18-17

RUHS - PUBLIC HEALTH LABORATORY EXPANSION PROJECT
 Preliminary Master Project Schedule

1 of 1
 12/18/17

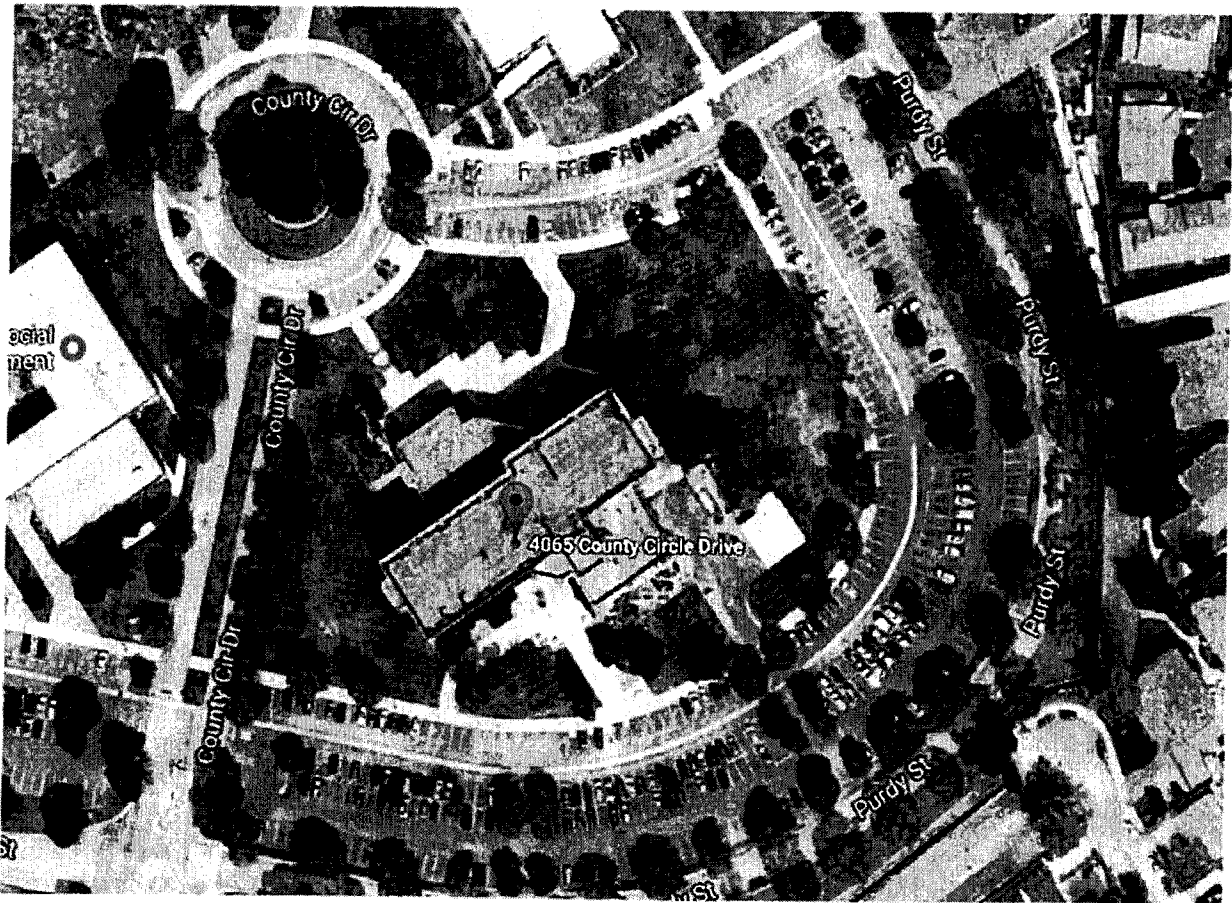
EXHIBIT "G"

PROPERTY DESCRIPTION

Property Address: 4065 County Circle Drive, Riverside CA 92503

Assessor's Parcel Number: 145-200-017

Property Description: 33° 54' 59.13" N, 117° 27' 35.0712" W Elevation: 760 ft.



INITIALS _____

01/29/18

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CONSTRUCTORS

RIVERSIDE COUNTY PUBLIC HEALTH LABORATORY EXPANSION 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, Bluebeam, per 2.1.19. These costs will be billed monthly as they are incurred with detailed backup provided.

Reimbursable Expenses Not to Exceed \$15,000.

EXHIBIT "I"

INVOICE FOR PAYMENT FORM

TO: County of Riverside EDA
3133 Mission Inn Avenue
Riverside, CA 92507

INVOICE DATE:

INVOICE NUMBER:

FROM: ProWest PCM, Inc.
22710 Palomar Street
Wildomar, CA 92595

PROJECT NUMBER:

PROJECT: Riverside Public Health Lab
Expansion Project
4065 County Circle Drive
Riverside, CA 92503

SERVICES THROUGH:

DESCRIPTION	CONTRACT AMOUNT	PERCENT COMPLETE	COMPLETE TO DATE	PREVIOUSLY BILLED	CURRENTLY DUE
TOTAL					

Approval for Payment:

Signature: _____ Printed Name: _____ Date: _____

Signature: _____ Printed Name: _____ Date: _____

Accounting Department Use

Batch #:	
MM/YY:	
JE:	
Credit GL #:	
Debit GL #:	
Entered by:	
Approved by:	

Facilities Department Use

GL Business Unit:	
Project ID #:	
Activity Code:	
Resource Code:	
Category Code:	
Description:	
Preparer's Name:	

INITIALS _____

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CONSTRUCTORS

RIVERSIDE COUNTY PUBLIC HEALTH LABORATORY EXPANSION PROJECT

EXHIBIT "J" PROJECTED PAYMENT SCHEDULE

Preconstruction Phase

Preconstruction Services Fee		\$70,000.00 (FIXED)
August 2017	\$8,750.00	
September 2017	\$8,750.00	
October 2017	\$8,750.00	
November 2017	\$8,750.00	
December 2017	\$8,750.00	
January 2018	\$8,750.00	
February 2018	\$8,750.00	
March 2018	<u>\$8,750.00</u>	
	\$70,000.00	

Construction Phase

* Construction Management Fee		
Month 1 – 18	18 Months x \$35,555.56	\$640,000.00 (FIXED)
* General Conditions		
Month 1 – 18	18 Months x \$72,000.00	\$1,296,000.00 (FIXED MONTHLY)
* ProWest Liability Insurance Fee		\$69,500.00 (FIXED)
See Proposal letter for details of Insurance.		

\$1,296,000.00 is based on an estimated construction duration of 18 months. Current schedule shows General Conditions billing starting the beginning of April 2018 and completing in approximately October 2019.

ADDITIONAL GENERAL CONDITIONS: Cost per month beyond the estimated 18 month duration for the project will be \$72,000.00 per month.

* Reimbursables		\$15,000.00
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EXHIBIT K

RELEASE FORMS

(See Attached Release Forms)

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(CA Civil Code §8132)

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

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

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

Maker of Check: _____

Amount of Check: \$ _____

Check payable to: _____

Exceptions

This document does not affect any of the following:

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

Date(s) of waiver and release: _____

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

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

Signature

Dated: _____

Claimant's Signature _____

Claimant's Title _____

INITIALS

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(CA Civil Code §8134)

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

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

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

\$ _____

Exceptions

This document does not affect any of the following:

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

Signature

Dated: _____

Claimant's Signature _____

Claimant's Title _____

INITIALS _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

(CA Civil Code §8136)

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

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

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

Maker of Check: _____

Amount of Check: \$ _____

Check payable to: _____

Exceptions

This document does not affect any of the following:

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

Signature

Dated: _____

Claimant's Signature _____

Claimant's Title _____

INITIALS _____

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

(CA Civil Code §8138)

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

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

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

Exceptions

This document does not affect any of the following:

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

Signature

Dated: _____

Claimant's Signature _____

Claimant's Title _____

INITIALS _____

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."

INITIALS

EXHIBIT "M"
SUBCONSULTANT INSURANCE REQUIREMENTS

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

INITIALS

01/29/18

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CONSTRUCTORS

RIVERSIDE COUNTY PUBLIC HEALTH LABORATORY EXPANSION PROJECT

EXHIBIT "N" CONSTRUCTION MANAGER'S STAFFING FEE SCHEDULE

Construction Management Fee:

ProWest Constructors proposes a fixed amount of \$640,000.00. (see attached proposal)

Included in CM Fee:

- Home office overhead expenses
- Project profit

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 an 18 month construction duration. Our labor rates include escalation and are guaranteed through December 31, 2019.

Total CM Contract Amount:

CM Fee:	\$640,000.00 (fixed)
General Conditions:	\$1,296,000.00 (estimated)
Preconstruction Services:	\$70,000.00 (fixed)
General Liability Insurance:	\$69,500.00
<u>Reimbursable Expenses:</u>	<u>\$15,000.00</u>
Total CM Contract:	\$2,090,500.00

Construction Management Services Fee Proposal Letter (3rd Revision) dated 01-25-18.

*Final Construction Budget is yet to be confirmed as of 01-25-18.

EXHIBIT "O "

CONSTRUCTION MANAGER'S SUBCONSULTANT SERVICES

Not Applicable

01/29/18

PROWEST
CONSTRUCTORS

RIVERSIDE COUNTY PUBLIC HEALTH LABORATORY EXPANSION PROJECT

EXHIBIT "P" PRECONSTRUCTION SCOPE OF SERVICES BREAKDOWN

PRECONSTRUCTION SERVICES CONSISTS OF SCOPE PER THE LETTER DATED JANUARY 25, 2018.

The fee for Preconstruction Services during the Preconstruction Phase shall be a fixed fee as follows:

Basic Preconstruction Fee	\$70,000.00
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The fee will be billed monthly in equal increments.