

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT WITH GRIFFIN STRUCTURES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR BALBOA BRANCH LIBRARY AND FIRE STATION 1

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 15th day of April, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and GRIFFIN STRUCTURES, INC., a California corporation ("Consultant"), whose address is, 1 Technology Drive Suite I829 and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Consultant to provide construction management services for the Balboa Branch Library and Fire Station 1 Project, including professional construction management services for the pre-construction, bidding, construction and post-construction phases of the project, working closely with City project staff reviewing construction documents, analyzing bid proposals and project schedules, supervising and construction oversight, collaborating and providing occupancy services such as project close-out and job walks and related site improvements ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on January 7, 2030, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). City may elect to delete certain Services within the Scope of Services at its sole discretion.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **One Million Two Hundred Twenty Thousand Seven Hundred Fifty Dollars and 00/100 (\$1,220,750.00)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Robert Godfrey to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

6. ADMINISTRATION

This Agreement will be administered by the Public Works Department. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably

competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are

limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Director of Public Works
Public Works Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Jonathan D Hughes
Griffin Structures, Inc.
1 Technology Drive Suite I829
Irvine, CA 92618

26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment.

Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party 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.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 3/31/25

By: Jose Montoya for
Aaron C. Harp
City Attorney
3.31.25
AF

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

**CONSULTANT: GRIFFIN
STRUCTURES, INC,** a California
corporation

Date: _____

By: _____
Dustin Alamo
Vice President

Date: _____

By: _____
Jonathan D Hughes
President

[END OF SIGNATURES]

- Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

**CONSTRUCTION MANAGEMENT SERVICES BALBOA BRANCH LIBRARY AND FIRE STATION 1
SCOPE OF SERVICES**

A. PRE-CONSTRUCTION PHASE

1.0 Master Project Schedule

- ❖ Develop a Master Project Schedule for the Project to include tasks and milestones to be accomplished by the participants from design to post-closeout.
- ❖ Develop milestone completion dates for the Architect and any design activities remaining.
- ❖ Review, approve and ensure the contractors maintain their project schedules to meet all milestones.

2.0 Project Budget

- ❖ Develop a Project Budget that includes the anticipated total of all project-related costs to include design, consultant services, regulatory requirements and permits, construction, FF&E, relocations and contingencies.
- ❖ Review Architect's and design consultant's cost estimates and schedules.

3.0 Construction Management Coordination and Value Engineering Review

- ❖ Perform constructability review of the project contract documents.
- ❖ Provide input for methods of construction.
- ❖ Evaluate duration of construction.
- ❖ Make recommendations for cost reductions, value engineering or revisions to the City's Project requirements.

4.0 Engineering Review

- ❖ Review the Architect's contract document submissions and provide written comments on adherence to the City's requirements, schedule, budget, constructability, value engineering recommendations, and life cycle cost analyses.
- ❖ Review Architect prepared construction costs

B. PLAN CHECK & BIDDING PHASE

1.0 Public Relations Activities

- ❖ Assist the City in public relations including, but not limited to, preparing information for presentations and attending site, internal and public meetings.

- ❖ The CM shall be the point of contact for the community during construction in regard to any questions, complaints, safety issues, noise problems, dust problems and similar matters.

2.0 Pre-Bid Site Walk

- ❖ Attend the pre-bid meetings and site walk.
- ❖ Site walks shall be a forum to present the City's projects requirements to the bidders, familiarize bidders with the project, bid documents, management techniques and with special systems, materials or methods.

3.0 Coordination and Inquiries

- ❖ Coordinate communications related to bidder inquiries and seek resolution from the appropriate party.
- ❖ Provide timely responses to such information to the bidders and the City.

4.0 Addenda Review

- ❖ Administer the addenda process.
- ❖ Provide a review of each addendum during the bid phase for time, cost, and constructability impact, and make appropriate comments and recommendations.

5.0 Rebidding

- ❖ In the event the bid exceeds the Project Budget or other bidding anomalies, and the City authorizes rebidding, collaborate in revising the scope and the quality of work as required to reduce the construction costs for each project.

C. CONSTRUCTION PHASE

1.0 Pre-Construction Meeting

- ❖ Conduct pre-construction meeting.
- ❖ Orient the successful contractor to the various reporting procedures and site rules prior to the commencement of actual construction.
- ❖ Prepare meeting minutes.

2.0 Contract Administration

- ❖ Administer the construction Contract.
- ❖ Coordinate the preparation of construction staging areas.
- ❖ Coordinate the preparation of site for construction.

- ❖ Coordinate the fencing, barricades or other items reasonably necessary for efficient construction.
- ❖ Provide management or related services to coordinate work of the contractors and the activities and responsibilities of the Architect and City to complete the project in accordance with the contract documents.

Superintendent

- ❖ Superintendent shall coordinate and provide general direction for the work and progress of the contractor.
- ❖ Oversee contractor's work and provide direction as required.

3.0 Submittal Procedures

- ❖ Establish and implement procedures with the City and Architect to coordinate and review shop drawing submittals.
- ❖ Coordinate and review request for information (RFI), materials and samples, product data, change orders, payment requests, material delivery dates and other procedures.
- ❖ Maintain logs of all RFI, change orders, payment requests and other necessary documents.
- ❖ Establish a procedure for and collect certified payroll from the Contractor.

4.0 Meetings

- ❖ Coordinate and conduct pre-construction, construction and weekly job progress meetings with the contractor, Architect, and City.
- ❖ Record, transcribe and distribute meeting minutes to all attendees, the City and all other appropriate parties.
- ❖ Assist in the resolution of any technical construction issues.
- ❖ Arrange and/or attend any other necessary meeting as required.

5.0 Quality Assurance/Quality Control (QA/QC)

- ❖ Establish and implement a QA/QC management plan.
- ❖ Observe, verify and document the specified level of construction quality.
- ❖ Provide quality assurance and quality control.

6.0 Coordination of Technical Inspection and Testing

- ❖ Work with contractor to coordinate all testing required by the Contract Documents and as required by the City permit, Architects, or other third parties.
- ❖ Assist the City in selecting any special consultants or testing laboratories if needed.

7.0 Construction Observation

- ❖ Ensure the construction conforms to the approved plans and specifications.
- ❖ Confirm the materials and equipment incorporated in the work are handled, stored and installed properly and adequately and in compliance with the Contract Documents.
- ❖ Guard against defects and deficiencies and advise the City of any deviations, defects or deficiencies observed in the work.

8.0 Non-Conforming Work

- ❖ Review Contractor's recommendations for corrective action on observed non-conforming work.
- ❖ Make recommendations to the City and Architect in instances where work is defective or not in conformance with the Contract Documents.
- ❖ Observe the Contractor's work to verify all authorized changes are properly incorporated.

9.0 Exercise of Contract Prerogatives

- ❖ Advise and make recommendations to the City for implementing City's Contract prerogatives. Examples of recommendations are giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor's delay or withhold payments to Contractor to ensure Contract compliance.

10.0 Implementation of Master Project Schedule

- ❖ Establish, implement and update the Master Project Schedule to set timeline and milestones.
- ❖ Manage and track the activities of Contractor such as sequences and duration, allocation of labor and materials, processing of shop drawings, product data and samples, delivery of products requiring long lead time procurement, and other items to ensure compliance with the City's occupancy requirements.

11.0 Monitor Estimates of Construction Cost

- ❖ Provide regular monitoring of the approved estimate of Construction Cost.
- ❖ Maintain log showing actual cost for activities in progress and estimates for uncompleted tasks or for the time and material work as agreed to by the City.
- ❖ Identify variances between actual and budgeted or estimated cost.
- ❖ Advise the City and Architect when the costs exceed budgets or estimates.

12.0 Construction Progress Review

- ❖ Maintain daily log documenting a record of weather, Contractors present on the site, number of workers, work accomplished, visitors, problems encountered, and relevant data or additional data as the City may require.
- ❖ Prepare daily inspection records with pictures.

13.0 Maintain On-Site Records

- ❖ Verify and ensure all on-site drawings and Contract Documents are accurate and current.

14.0 Schedule of Values and Processing of Payments

- ❖ Review and recommend Contractor's schedule for the tasks included in that contractor's schedule of events.
- ❖ Review and make recommendations to the City regarding payments to the contractor.

15.0 Evaluate Change Order Proposal Costs

- ❖ Evaluate Contractor's costs for proposed change orders and make a recommendation to the City regarding the acceptance of any proposals for a change order.
- ❖ Facilitate negotiations on any change order costs and time extensions.

16.0 Change Order Reports

- ❖ Ensure and administer all change orders authorized and approved by the City.
- ❖ Prepare and distribute a summary change order report on a monthly basis.
- ❖ Identify and document the effect of the change order on the Contract price and Master Project Schedule.

17.0 Project Status Reports

- ❖ Prepare and distribute weekly Project Status Report.
- ❖ Project Status Report shall include an itemized summary and update of all key items necessary to adhere to the Master Project Schedule.

D. PROJECT CLOSE-OUT AND POST CONSTRUCTION SERVICES

1.0 Completion of Contracts and Project

- ❖ Assist Architect in preparing a list of incomplete or unsatisfactory items (Punch-list) and prepare a schedule for the completion of each item.

- ❖ Prepare a summary of the status of the contractor and sub-contractors.
- ❖ Assist the Architect to monitor completion of pending items.

2.0 As-Built Documents & Operation Manuals

- ❖ Coordinate and facilitate delivery of final record drawings (As-built)
- ❖ Verify accuracy of as-built documents.
- ❖ Review and coordinate final construction document specifications, shop drawings, and submittals.
- ❖ Coordinate delivery of program warranties.
- ❖ Coordinate delivery of operations and maintenance manuals.

3.0 Training Sessions

- ❖ Coordinate and schedule training sessions with manufacturers to provide training for the City maintenance and operations staff.
- ❖ Document all City training sessions and arrange for supplementary information, where needed.

4.0 Initial Start-up and Testing

- ❖ Coordinate with Architect and City's maintenance staff to observe the Contractor's proper installation of utilities, operational systems and equipment.
- ❖ Assist the City with the initial start-up and testing.
- ❖ Manage the coordination and installation of the appropriate furniture, fixture and equipment.

5.0 Project As-Built, Close Out, and Warranties

- ❖ Review contractual requirements for as-built drawings, close out documents and warranties.
- ❖ Document and compile all required documentation for deliver to the City.
- ❖ Coordinate and assist City in the move-in.

6.0 Computerized Maintenance Management System

- ❖ Work with Staff to enter new buildings into the City's CMMS system (Brightly).
- ❖ Produce preventative maintenance plans for the new systems in the building.
- ❖ Add all warranties to the CMMS system.

7.0 User Complaints

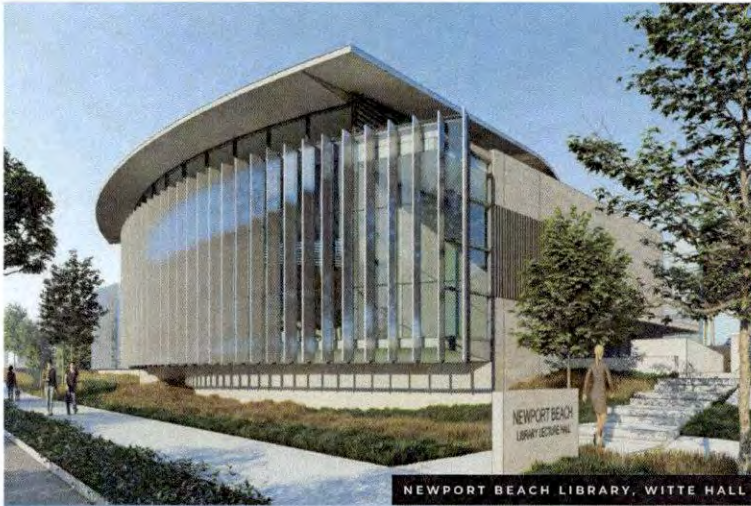
- ❖ Assist with response to initial post-occupancy complaints regarding missing or malfunction building components and equipment and contractor/vendor warranty items.



CITY OF NEWPORT BEACH

Construction Management Services for
Balboa Branch Library & Fire Station 1

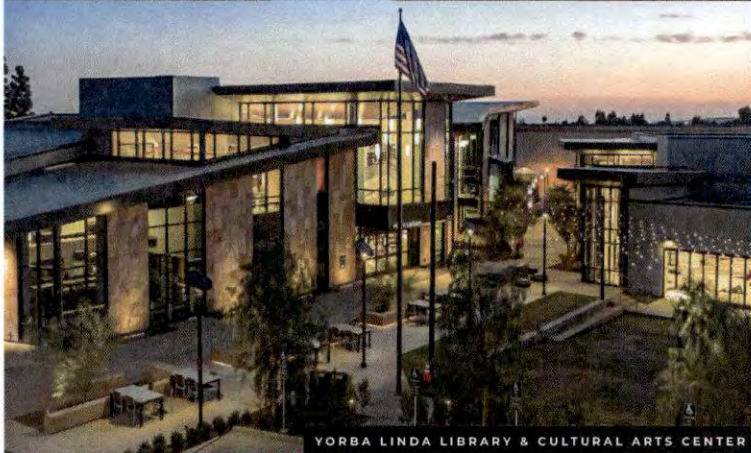
DECEMBER 3, 2024



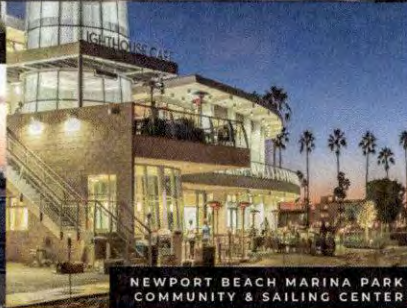
NEWPORT BEACH LIBRARY, WITTE HALL



ORANGE CITY FIRE DEPARTMENT HEADQUARTERS



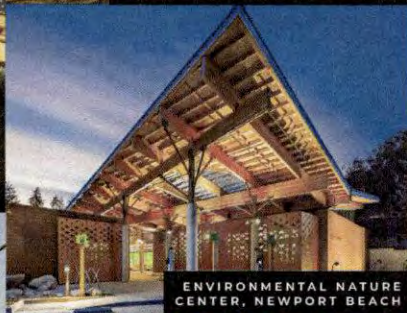
YORBA LINDA LIBRARY & CULTURAL ARTS CENTER



NEWPORT BEACH MARINA PARK COMMUNITY & SAILING CENTER



EASTVALE CIVIC CENTER, FIRE STATION & LIBRARY



ENVIRONMENTAL NATURE CENTER, NEWPORT BEACH



SALINAS EL GABILAN BRANCH LIBRARY

MANHATTAN BEACH FIRE STATION NO. 2



BUENA PARK FIRE STATION NO. 61

T A B L E O F C O N T E N T S

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Why Griffin Structures?

✓ Significant experience with:

- Public Libraries
- Fire Stations
- COAR Design Group
- The City of Newport Beach
- Tight Site Considerations
- Fire Station Relocations
- Community Relations within Newport Beach

✓ Demonstrated experience for-and-within the City, including the Library, Witte Hall project, Marina Park Community and Sailing Center and Environmental Nature Center.

✓ Unparalleled experience with fire stations and libraries, many of which are local to the City of Newport Beach.



History of shared, successful partnerships with COAR Design Group including the Morgan Hill Butterfield Fire Station, ongoing Sonoma County Public Health Lab and Morgue project, and more.

✓ Highlighted Projects:

- Newport Beach Marina Park Community & Sailing Center
- Newport Beach Library, Witte Hall
- Yorba Linda Library & Cultural Arts Center
- Orange City Fire Dept. Headquarters
- Buena Park Fire Station No.61
- Environmental Nature Center

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California Civil Code § 3426.1 (d); California Evidence Code section 1040 and 1060; California Government Code section 6254(k); Freedom of Information Act, 5 U.S.C. § 552(b)(4)



December 3, 2024

City of Newport Beach

100 Civic Center Drive, Newport Beach, CA 92660

Attention: Tom Sandefur, P.E.

RE: Proposal for Construction Management Services for Balboa Branch Library & Fire Station 1

Dear Mr. Sandefur & City Evaluation Team,

We are pleased to submit our proposal to the City of Newport Beach for its Balboa Branch Library and Fire Station 1 project. As you will discover within our proposal, Griffin Structures is highly qualified to deliver this project given our extensive experience for-and-within the City, our vast portfolio inclusive of both public libraries and fire stations (including temporary fire facilities), as well as a long history of successful partnerships with COAR Design Group.



For this project, we have assembled a seasoned team with the exact experience required to bring your project to successful completion. This includes key leadership comprised of the same individuals who are currently leading and have led the delivery of the **Newport Beach Library, Witte Hall project**, the nationally recognized **Marina Park Community and Sailing Center**, and the **Environmental Nature Center** project located within the City. This additionally includes those who played a key role in the completion of the **Orange City Fire Department Headquarters, Buena Park Fire Station No.61, Santa Clarita Canyon Country Community Center, Yorba Linda Library and Cultural Arts Center**, and more. We additionally offer a specialized team of additional support staff pertaining to constructability review, scheduling, and cost estimating.

As stated previously, we have significant experience working with COAR Design Group including a wealth of public safety facilities such as the **Morgan Hill Butterfield Fire Station, Tustin Police Department**, and more. Additional projects include the **Sonoma County Public Health Lab and Morgue** and several additional projects directly aligned with yours. With this teaming experience, we look forward to offering a similarly positive working relationship to the City.

We understand that, given the nature of the project site, the City will receive exceptional benefit from a team who possesses extensive experience with tight site conditions, potential temporary fire facility relocation strategies, enhanced community relations and site logistics plans. We possess this exact experience and more, and are ready to offer this insight to the City immediately to deliver this project as seamlessly and effectively as possible.

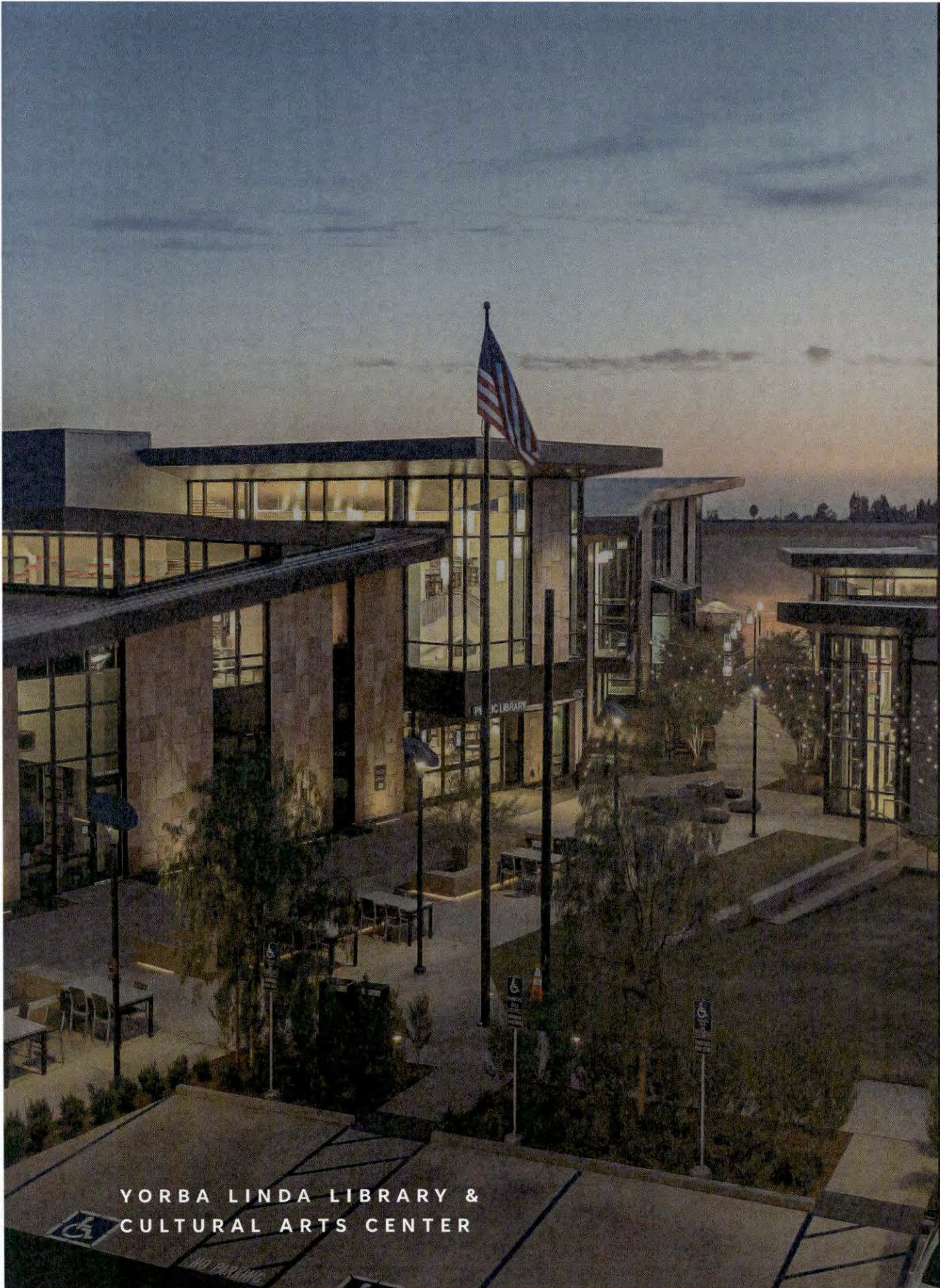
Griffin Structures takes great pride in providing both competitive pricing, and highly qualified personnel, going to great measures to ask ourselves, "What is our true value-added proposition to the City?". The answer is our people. Our people offer creative delivery options, solutions-based recommendations, and a true perspective of ownership that our competitors do not possess. This is our differentiator, and the meaning behind our pledge to provide *Excellence in Project Delivery*.

Griffin Structures additionally and hereby recognizes all Q&As received.

We look forward to serving you,

Jon Hughes, CCM, DBIA | President

P: 949.444.1615 | E: jhughes@griffinstructures.com



YORBA LINDA LIBRARY &
CULTURAL ARTS CENTER

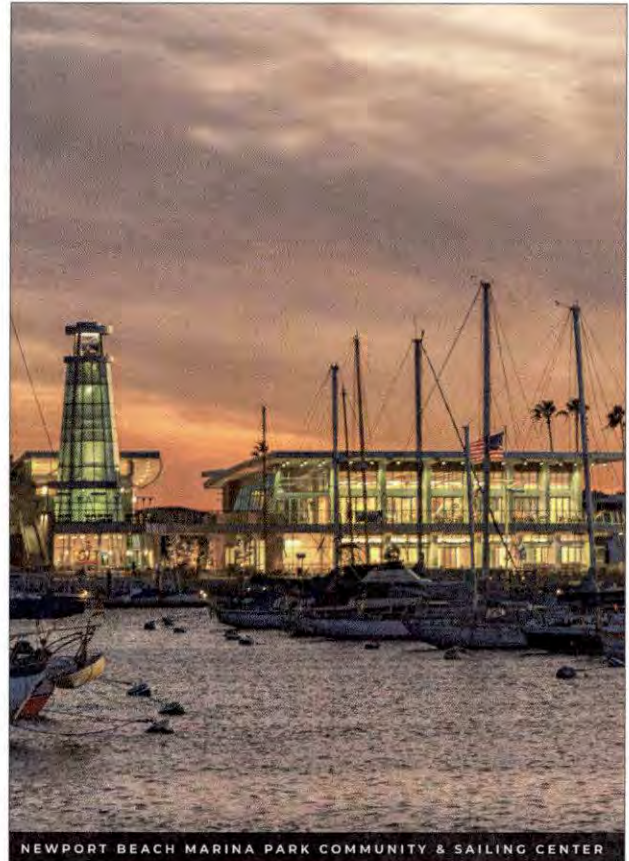


FIRM INTRODUCTION

Founded in 1981, Griffin Structures is a diversified Owner's Representative / Program, Project and Construction Management firm serving public, private, non-profit, and institutional sectors.

A unique aspect of our firm rests not only in our unparalleled fire station and public library portfolio, but in our vast experience with the City of Newport Beach and presence in the County of Orange.

Griffin Structures maintains four decades of stability in providing public sector, industry leading service to our clients. We offer a wealth of supportive resources pertaining to specialists well-versed in the delivery of public amenities with direct experience local to the City.



NEWPORT BEACH MARINA PARK COMMUNITY & SAILING CENTER

City of Newport Beach Experience

Griffin Structures has had the distinct pleasure to serve within-and-for the City of Newport Beach for the nationally recognized Newport Beach Marina Park Community & Sailing Center, the ongoing Newport Beach Library, Witte Hall project, the Environmental Nature Center and more. These projects have granted our team the unique ability to develop a deep understanding of the City, stakeholder needs, local conditions and requirements, and associated, invaluable knowledge required for your project.

We are ready to offer this deep understanding to ensure successful delivery of the Balboa Branch Library and Fire Station No.1 project, bringing with us a portfolio inclusive of over 60 public library and fire stations throughout the state of California.

COAR Design Group Experience

Griffin Structures offers demonstrated experience with the City's selected Architect for this project, COAR Design Group. Together, we have worked collaboratively to deliver pre-development services to the City of Morgan Hill for its Butterfield Fire Station, the City of Tustin for both community-focused and public safety facilities, and are additionally working collaboratively for the Sonoma County Public Health Lab and Morgue project.

This shared experience grants our team the unique ability to collaborate utilizing our understanding of the firm that our competitors simply do not possess. Together, this effective working relationship has saved clients significant public funds, allowed us to mitigate schedule impacts to ensure timely delivery, and has allowed client's to benefit from an established team with a reputation for shared successful partnerships.



Project Understanding

We at Griffin Structures understand the City of Newport Beach is seeking a qualified Construction Manager to assist the City in the management of the final stages of design, bidding, and construction of the Balboa Branch Library and Fire Station 1 project. This highly anticipated dual-project is intended to replace the existing 62-year-old facility which has gone beyond its useful life.

Both libraries and fire stations are essential civic institutions. Libraries are centers for learning and community connection – while fire stations are critical lifelines to community safety and resiliency. With both projects to be completed simultaneously, the City will benefit from a team that can offer similarly unique experience and insight on blending both projects seamlessly, including coordination with a variety of stakeholders. We have served and are currently serving on several public safety and library combined projects, including the Campbell Police Department and Library project, the Eastvale Civic Center Fire Station and Library, the Hesperia Civic Center Police Department and Library project, and several additional projects which does not include the many library and fire station projects within our recent and local history.

We additionally understand that the success of a project is dependent on how it is perceived by the community. We will utilize our recent and long-standing experience for-and-within the City to support the success of your project, proactively engaging with community stakeholders and maintaining transparent communication throughout the project's lifecycle to address potential concerns and maintain positive neighborhood relations. This experience will be derived from the ongoing experience of our proposed Sr. Construction Manager, Cody Roth, who is currently serving on the Newport Library, Witte Hall project, as well as our past work for the Marina Park Community and Sailing Center delivered on time and budget. And, of considerable note is our long-standing relationship with COAR Design Group who have been excellent partners we have collaborated with for a number of civic and public safety projects throughout California.

Complexities & Strategic Considerations

Griffin Structures goes to great lengths to research and understand the challenges and opportunities for every pursuit. As a result of this effort, we have prepared the following strategic considerations to demonstrate our approach and illustrate the value we offer. These considerations are prepared in a question-and-answer format for ease of reading.

What considerations exist pertaining to the tight nature of the project site?

It will be crucial for the success of the project that a clear site utilization plan be incorporated into the bid documents in the form of a required submittal on behalf of the Contractor. Doing so will ensure the City possesses a true understanding of the public impact associated with the project and can anticipate how it will unfold efficiently. It is crucial this plan incorporates pedestrian traffic, signage, fencing, staging, restrooms, Contractor parking, and barriers required. Griffin will produce an initial plan for inclusion into the bid documents and will work closely with the successful Contractor to refine their final plan to achieve proper expectations for the City and community.

Are there any traffic concerns related to this project?

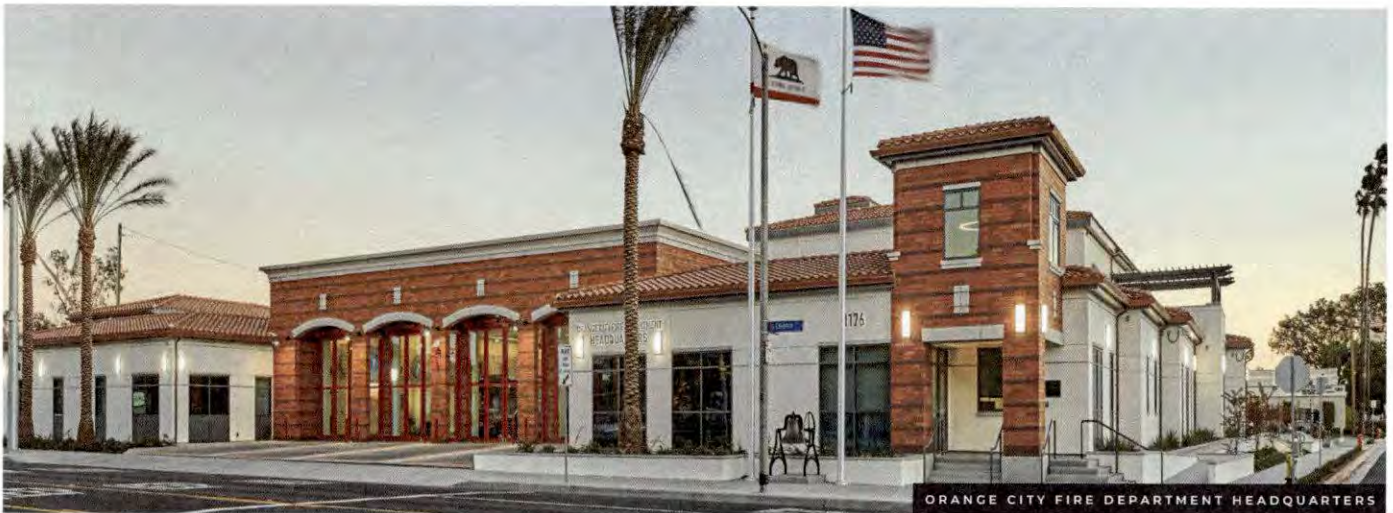
Yes. This project is in a very dense residential area. Therefore, all construction traffic will occur in this residential environment. With this in mind, we will require the Contractor to employ very specific traffic control measures, trucking routes and enforce strict start and finish times for construction. It will be important all restrictions are clearly communicated within the bid documents.

What unique concerns should the City be aware of as it relates to utilities and other jurisdictions?

The single most challenging aspect of any project is coordination with SCE and other utilities and currently lead times on electrical switchgear. Lead times and design backlogs are out 12-18 months. This has a direct impact on the bidding documents which in turn results in potential change order exposure and schedule delays. Our experience shows that the best way to mitigate this exposure is to bring on a Dry Utility consultant who can engineer plans on the City's behalf. Using our extended resource base, Griffin Structures would propose doing a minor-solicitation of at least three potential firms who can engineer and submit a dry utility plan to SCE which, when done properly, greatly shortens the design cycle and provides the City with better certainty of design and cost.

How will the City be assured that the Contractor possesses the skills and experience to deliver this project successfully?

Griffin Structures is ready to employ a robust Contractor prequalification protocol which enhances the standard questionnaire provided by the Department of Industrial Relations to include such things as revenue analysis, bonding capacity, project team scoring criteria, safety, references, and similar project experience. Our process will incorporate the nuances of this unique project and ensure the City benefits from a healthy bid pool (targeting 5-7 bidders) while also ensuring that all bidders can successfully deliver the project. By utilizing this enhanced Contractor prequalification process, the project will be more efficient, assure more competitive bids, and ensure a collaborative project team that offers high-quality design and construction.



What are some key strategies for maintaining public support for the project during construction?

Establishing a robust communications plan will be essential to the project's success. One key component to a successful plan is the implementation of a 24-hour hotline. This hotline will be accessed via a dedicated City extension that is answered with a recording notifying the caller that upon leaving a message, whereby raising a question or concern, each caller will be replied to within 24 hours. Our Construction Manager will monitor this voicemail and respond accordingly in coordination with the City. We have found that this strategy provides a significant positive impact, demonstrating that the City is not only listening to their concerns and questions, but cares about its constituents and community.

What are the longest lead time items and what can be done to mitigate their impact?

Electrical Switchgear and backup generators have continued to be two of the longest lead time items to procure on any project. Switchgear often takes up to 12 months and some generators are 18-24 months out. It will be imperative for Griffin to work with the City and design team to determine the specific project requirements, complete the designs early, and look at what can be done to procure these items in advance of bidding the project.

What measures will the Fire Department take in managing temporary facilities throughout the construction phase?

Should the City initiate planning for temporary measures for fire operations, our expertise lies in optimizing operational continuity for Fire Station projects. Often, we encounter scenarios where either (a) services are relocated to a nearby alternative facility, necessitating strategic move management for the existing station, or (b) a temporary fire station needs to be established, supported with a combination of structures. In the first scenario, we can provide invaluable support by sourcing move management vendors and coordinating all essential tasks. In the second scenario, our role includes assisting the City in selecting the most ideal site that aligns with service area requirements, while ensuring it accommodates ingress/egress needs, site capacity, and community considerations.

Moreover, we have successfully assisted in leasing modular facilities and canopy structures, replicating a traditional fire station at a significantly lower cost, given its temporary nature. In all cases, our objective is to establish the most effective protocols to meet the City's objectives seamlessly.



Libraries + Community Facilities (representative experience)

1. Bloomington Branch Library
2. Bowers Museum & Kidseum
3. Buena Park Library District Renovation
4. Campbell Library Renovation
5. Cupertino Library Expansion
6. Discovery Cube Science Center
7. Eastvale Civic Center & Library
8. Environmental Nature Center, Newport Beach
9. Escondido Public Library & Modernization Project
10. Fullerton Main Library
11. Fullerton Multi-Generational Community Center
12. Half Moon Bay Library
13. Hesperia City Library
14. Inglewood Main Library Renovation
15. Irvine Great Park Framework Plan & Library
16. Irvine Great Park Live
17. Newport Beach Library, Witte Hall
18. Newport Beach Marina Park Community & Sailing Center
19. Northeast Stockton Library & Community Center
20. Quartz Hill Library, County of Los Angeles
21. Salinas El Gabilan Branch Library
22. San Bernardino County Law Library Renovation
23. San Jacinto Civic Center
24. Santa Ana Main Library Renovation
25. Santa Ana Newhope Library Renovation
26. Santa Ana Delhi Center Library Branch
27. Santa Ana Outdoor Library at Jerome Park
28. Santa Ana Zoo, Crean Family Farm
29. Santa Clarita Canyon Country Community Center
30. Santa Cruz Downtown Library, Housing & Mixed-Use Project
31. Shoreline Park Master Plan, Monarch Bay Shoreline Development Project
32. Tustin Main Library
33. Watsonville Civic Plaza & Library
34. Watsonville Civic Plaza Library
35. Yorba Linda Library & Cultural Arts Center
36. Colton Civic Center (City Hall, PD, & Library) Pre-Development
37. Dana Point Surfing Heritage & Cultural Center (SHACC) Pre-Development
38. El Centro Library Pre-Development
39. Hermosa Beach Library Pre-Development
40. Willowbrook Library Pre-Development
41. Yucaipa Library Pre-Development



Fire Station & Public Safety Experience (representative experience)

FIRE STATIONS

1. Buena Park Fire Station No.61
2. Carlsbad Police & Fire Headquarters Renovation
3. Cathedral City Fire Station No.411
4. Corona Fire Station No.2
5. Eastvale Civic Center Police Station & Fire Station
6. Manhattan Beach Fire Station No.2
7. Orange City Fire Department Headquarters
8. Orange County Fire Authority, CIP (Multiple Stations)
9. Burbank Police & Fire Department Headquarters
10. Tustin Fire Station No.37
11. Selma Fire Station No.3
12. Fairfield Fire Station No.36
13. Fairfield Fire Station No.39
14. Visalia Fire Station No.51
15. Garden Grove Fire Department & HQ Pre-Development
16. Newport Beach Fire Headquarters Pre-Development
17. Morgan Hill Butterfield Fire Station Pre-Development

VARIOUS PUBLIC SAFETY PROJECTS

18. East Bay Regional Park District, Public Safety & Administrative Headquarters
19. Campbell Police Operations Building Renovation
20. Visalia Civic Center & Public Safety Building
21. Buena Park Police Department Headquarters
22. Hesperia Police Department Headquarters
23. Inglewood Emergency Operations Center Renov.
24. Rancho Palos Verdes Civic Ctr & EOC
25. Rancho Santa Margarita Civic Ctr & Sheriff's Station
26. Rialto Police Department
27. Riverside County Family Law Courthouse, Riverside
28. Riverside Sheriff's Office, Ben Clark Training Center
29. Salinas Police Services Headquarters
30. San Bernardino County Public Safety Ops Center
31. San Bernardino County, Valley Communications Ctr
32. San Bernardino County Law Library Renovation
33. Santa Cruz County Superior Court, Watsonville
34. Tustin Water Admin. Building, Corporate Yard & EOC
35. Visalia Emergency Communications Center
36. Watsonville Civic Center & Superior Court
37. Westminster Police Department Headquarters
38. Westminster Public Safety Training Center
39. Colton Civic Center & Police Dept Pre-Development
40. Covina Police Department Pre-Development
41. Garden Grove Police Department Pre-Development
42. Garden Grove Public Safety Master Plan Pre-Develop.
43. Inglewood Police Department Pre-Development
44. Irvine Police Department Pre-Development
45. Newport Beach Police Department Pre-Development
46. Oceanside Police Dept Headquarters Pre-Develop.
47. Ontario Police Department Pre-Development
48. Tustin Legacy Annex & Police Pre-Development



ORANGE CITY FIRE DEPARTMENT HEADQUARTERS

Libraries + Community Facilities (representative experience)

NEWPORT BEACH LIBRARY, WITTE HALL

NEWPORT BEACH, CA



DESCRIPTION

The single story 9,514 SF Library Lecture Hall is designed to be a signature building that complements the architecture of the City Hall and respects the scale of the existing library. Once completed, the lecture hall will provide tiered seating for 299 guests. Improvements will also include an expanded courtyard for pre- and post-events, and a reconfiguration of the library parking lot.

VALUE + SIZE

\$23,400,000 | 9,514 SF

REFERENCE

City of Newport Beach
Peter Tauscher
Senior Civil Engineer
(949) 644-3316
ptauscher@newportbeachca.gov

RELEVANCY

Library; *Newport Beach Project

NEWPORT BEACH MARINA PARK COMMUNITY & SAILING CENTER

NEWPORT BEACH, CA



DESCRIPTION

The project involved new construction of a public park; a 24,000 SF Community and Sailing Center building with classroom, office and meeting space, a 23-slip visitor marina, restroom building, playground lighthouse, playground, outdoor fitness circuit, open space and picnic areas. As a result of the integrated and well-coordinated architectural, engineering and construction efforts, the project was completed four months ahead of schedule and \$4 million under budget.

VALUE + SIZE

\$36,000,000 | 24,000 SF

REFERENCE

City of Newport Beach
David Webb
Public Works Director
(949) 689-1324
dawebb@newportbeachca.gov

RELEVANCY

Community Facilities; *Newport Beach Project

YORBA LINDA LIBRARY & CULTURAL ARTS CENTER

YORBA LINDA, CA



DESCRIPTION

This two-story 45,000 SF Library and 13,500 SF Cultural Arts Center is centered in the downtown of Yorba Linda. The library features play areas, collections and story time space, study and community rooms, classrooms, and retail store. The Arts Center houses a 250-seat black box theater, art and dance studios, and gallery display space. The campus-like is connected via central paseo with outdoor plazas and open space.

VALUE + SIZE

\$52,000,000 | 59,000 SF

REFERENCE

City of Yorba Linda
Carrie Lixey
Library Director
(714) 777-2466
carrie.lixey@ylpl.org

RELEVANCY

Library; Orange County Project

Libraries + Community Facilities (representative experience)

SANTA ANA LIBRARY RENOVATIONS (MAIN LIBRARY + 3 LIBRARIES)

SANTA ANA, CA



DESCRIPTION

This program consists of the renovation of the existing 39,790 SF Main Library, new parking lot, and children learning area. Projects also include a modernized Newhope Library Branch, the new construction of a 2,500 SF Delhi Library Branch, and a new 1.78-acre Outdoor Library at Jerome Park, including large book kiosk, multigenerational play/activity areas, and parking lot improvements.

VALUE + SIZE

\$42,000,000 | 60,000 SF

REFERENCE

City of Santa Ana
 Brian Sternberg
 Library Services Director
 (714) 647-5296
 bsternberg@santa-ana.org

RELEVANCY

Library; Orange County Project

SANTA CLARITA CANYON COUNTRY COMMUNITY CENTER

SANTA CLARITA, CA



DESCRIPTION

This 28,000 SF community center and outdoor space includes a new community center with four multi-purpose rooms, gymnasium, classrooms, demonstration kitchen, fitness room, and office. Outdoor improvements also include an outdoor marketplace (mercado) and park features including courts, event stage, playground, events garden, and perimeter trail. The adjacent Mint Canyon Channel was also redeveloped.

VALUE + SIZE

\$58,000,000 | 28,000 SF

REFERENCE

City of Santa Clarita
 Wayne Weber
 Parks Planning Manager (Ret.)
 (661) 255-4961
 wayneweber2@icloud.com

RELEVANCY

Community Facilities

SALINAS EL GABILAN BRANCH LIBRARY

SALINAS, CA



DESCRIPTION

Griffin served as the developer for this facility delivered via Public-Private Partnership (P3), which provided for the design, financing, construction, and delivery of the new library. Prior to final schematic design, Griffin | Swinerton's management led to a fully constructed, equipped building with learning spaces for children, teen and adults, community rooms, and a welcoming courtyard.

VALUE + SIZE

\$21,000,000 | 21,000 SF

REFERENCE

Cary Ann Siegfried
 Library Director, City of Washington, IA
 Former Salinas Chief Librarian
 (214) 490-0014
 cary.siegfried@washington.lib.ia.us

RELEVANCY

Library

Libraries + Community Facilities (representative experience)

TUSTIN MAIN LIBRARY

TUSTIN, CA



DESCRIPTION

This new 32,000 SF library included an outdoor plaza and connects to the Tustin City Hall. The facility serves students from both the Tustin and Santa Ana School Districts, featuring study and tutoring rooms which separate children and young adults for quality learning. The new \$22.5M facility allowed the library to expand its collections and enhance visitor amenities, providing 223 reader seats and 99 technology stations.

VALUE + SIZE

\$23,000,000 | 32,000 SF

REFERENCE

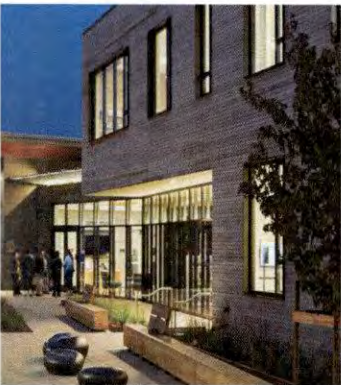
City of Tustin
Jason Churchill
Deputy Public Works Director
(714) 573-3355
jchurchill@tustinca.org

RELEVANCY

Library; Orange County Project

HALF MOON BAY LIBRARY

HALF MOON BAY, CA



DESCRIPTION

This library project included the demolition of the existing library, replaced with a new 22,000 SF library. Planning involved extensive community engagement and outreach and includes children's and teen areas, study, literacy areas, as well as a roof deck, courtyard and atrium. As the first net-zero energy building in San Mateo County, this project includes a large rooftop photovoltaic array, hydronic radiant floor heating, and countless additional sustainable features.

VALUE + SIZE

\$25,200,000 | 22,000 SF

REFERENCE

City of Half Moon Bay
Matthew Chidester
Assistant City Manager
(650) 726-8272
mchidester@hmbcity.com

RELEVANCY

Library

QUARTZ HILL LIBRARY

QUARTZ HILL, CA



DESCRIPTION

This 28,000 SF community center and outdoor space includes a new community center with four multi-purpose rooms, gymnasium, classrooms, demonstration kitchen, fitness room, and office. Outdoor improvements also include an outdoor marketplace (mercado) and park features including courts, event stage, playground, events garden, and perimeter trail. The adjacent Mint Canyon Channel was also redeveloped.

VALUE + SIZE

\$12,000,000 | 13,000 SF

REFERENCE

County of Los Angeles
Fred Hungerford
Former Chief County Librarian
(951) 444-6141
fredmh@sbcglobal.net

RELEVANCY

Library

Fire Stations + Public Safety Facilities (representative experience)

ORANGE CITY FIRE DEPARTMENT HEADQUARTERS

ORANGE, CA



DESCRIPTION

Griffin Structures served as the Program and Construction Manager to oversee the development of the City's 29,000 SF Fire Headquarters and Fire Station No.1, which services the Old Towne Section of Orange. The new headquarters includes a 15,500 SF bay for the fire trucks and engines and a two-story, 13,500 SF administrative building. It replaces the city's old Station No. 1, which was located a few blocks away on South Grand Street.

VALUE + SIZE

\$25,300,000 | 30,000 SF

REFERENCE

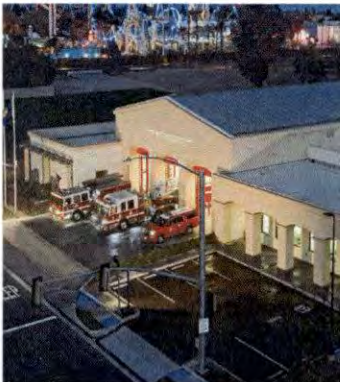
City of Orange
 Frank Sun
 Deputy Director/City Engineer
 (714) 744-5544
 fsun@cityoforange.org

RELEVANCY

Fire Station; Orange County Project

BUENA PARK FIRE STATION NO.61

BUENA PARK, CA



DESCRIPTION

Griffin served as the PMCM for this fire station which houses administrative offices for the battalion and OCFD Division 7 headquarters. It features three fire apparatus bays with quick-opening bi-fold doors and a signal interrupter. The station also includes training rooms and office space, 14 dormitory sleeping quarters, kitchen and dining facilities, and a workout room.

VALUE + SIZE

\$14,000,000 | 18,000 SF

REFERENCE

James B. Vanderpool
 Current City Manager, Anaheim
 Former City Manager, Buena Park
 (714) 562-3550
 jvanderpool@anaheim.net

RELEVANCY

Fire Station; Orange County Project

MANHATTAN BEACH FIRE STATION NO.2

MANHATTAN BEACH, CA



DESCRIPTION

This two-story fire station includes an apparatus bay, six crew dormitories, dining and exercise room, modern locker space, laundry rooms, medical storage, as well as associated office space and workshops. A trash enclosure and backup power generator will also be constructed. This project was developed as a result of early Needs Assessment / Pre-Development services conducted by Griffin Structures.

VALUE + SIZE

\$9,000,000 | >10,000 SF

REFERENCE

City of Manhattan Beach
 Jeff Fijalka
 Senior Civil Engineer
 (424) 445-9350
 jfijalka@manhattanbeach.gov

RELEVANCY

Fire Station; *Temp Fire Station

Fire Stations + Public Safety Facilities (representative experience)

CARLSBAD POLICE & FIRE HEADQUARTERS RENOVATION

CARLSBAD, CA



DESCRIPTION

Griffin provided construction management and inspection services to the 54,575 SF City of Carlsbad Public Safety Center which includes a new main entry creating a more inviting public entry point; new, centrally located staff lounge; remodeled dispatch center; new furnishings throughout; improved compliance with the city's Transportation Demand Management plan to reduce traffic; and a new solar photovoltaic system.

VALUE + SIZE

\$14,400,000 | 55,000 SF

REFERENCE

City of Carlsbad
Steven Stewart
Facilities Program Manager
(760) 317-3508
steven.stewart@carlsbadca.gov

RELEVANCY

Fire Station

EASTVALE CIVIC CENTER, FIRE STATION & LIBRARY

EASTVALE, CA



DESCRIPTION

The City of Eastvale intends to create their first bespoke civic presence with a new city hall, library, and police station designed to be as open and transparent as the local government they represent. This project began with a Griffin-led programmatic space needs assessment, where we were later selected to provide OR, Program and Construction Management services for the City.

VALUE + SIZE

\$109,000,000 | >90,000 SF

REFERENCE

City of Eastvale
Mark Orme
City Manager
(951) 703-4424
morme@eastvaleca.gov

RELEVANCY

*Fire Station AND Library Project

CATHEDRAL CITY FIRE STATION NO. 411

CATHEDRAL CITY, CA



DESCRIPTION

Griffin served as the Construction Manager for the new 8,500 SF fire station in Cathedral City. Station 411 includes three apparatus bays, living quarters, as well as rapid deployment bay exit doors, firefighter dormitories, captain's quarters, great room, dining, and living spaces, work/study area; equipment maintenance and storage areas, public lobby and freestanding 45' tall communications tower.

VALUE + SIZE

\$8,000,000 | 8,500 SF

REFERENCE

Jan Davison
Former Redevelopment Director,
Cathedral City
(831) 588-5832
janetrdavison@gmail.com

RELEVANCY

Fire Station

Fire Stations + Public Safety Facilities (representative experience)

TUSTIN FIRE STATION NO. 37

TUSTIN, CA



DESCRIPTION

Griffin Structures served as Program and Construction Manager for this project which serves as a replacement facility for the existing station replaced due to the age and location. The new station is a two-bay, 8,500 SF station with modern design upgrades meeting the latest OCFA and City of Tustin standards. The station is located in the Tustin Legacy District and will serve the vastly growing area. The station is also LEED Certified and was delivered on-time and on-budget.

VALUE + SIZE

\$6,000,000 | 10,000 SF

REFERENCE

City of Tustin
Jason Churchill
Deputy Public Works Director
(714) 573-3355
jchurchill@tustinca.org

RELEVANCY

Fire Station

TUSTIN ADMIN BLDG, CORPORATE YARD & EMERGENCY OPS CTR.

TUSTIN, CA



DESCRIPTION

This project consisted of the demolition of an existing fire station and facilities maintenance office trailers and the construction of a 17,284 SF water administration headquarters and yard, to include a state-of-the-art Emergency Operations Center, back up emergency dispatch center, and RACES (Radio Amateur Civil Emergency Service) room.

VALUE + SIZE

\$15,200,000 | 17,300 SF

REFERENCE

City of Tustin
Jason Churchill
Deputy Public Works Director
(714) 573-3355
jchurchill@tustinca.org

RELEVANCY

Public Safety Project

SAN BERNARDINO VALLEY COMMUNICATION CENTER

SAN BERNARDINO, CA



DESCRIPTION

This new mission-critical facility will remain operational 365/24/7, under extreme conditions as the primary Emergency Operation Center (EOC) in the San Bernardino Valley. Delivered via the Design-Build procurement method, this comprehensive 80,000 SF building on the 6.85 acre site will be occupied by the Sheriff-Coroner, Office of Emergency Services, Fire, Emergency Medical, and Radio Management agencies.

VALUE + SIZE

\$135,000,000 | 75,100 SF

REFERENCE

San Bernardino County
Rene Glynn
Supervising Project Manager
(909) 771-1223
rene.glynn@pfm.sbcounty.gov

RELEVANCY

Public Safety Project



SALINAS EL GABILAN BRANCH LIBRARY

Project Approach

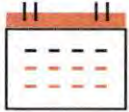
Griffin approaches projects with the perspective of an Owner, and the insight of an Architect and Contractor. Like an Owner, we approach each project as if it is our own money, schedule, and facility that is being developed. We also understand the technical aspects and trade knowledge essential to providing quality service from concept to keys.

Together with these components, Griffin provides Program Management and Construction Management (PMCM) based on our unique blend of experience as both a public agency PMCM and at-risk fee developers - uniquely enhancing our ability to provide unparalleled services to our clients and have included a summary of our available services below.



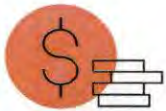
COMMUNICATION / DOCUMENT CONTROL

Standardized Communication and Document Management Protocols will be utilized for all project document controls. All RFIs, submittals, ASIs, CCDs, Deltas, daily reports, project photos, SWPPP reports, schedules, and closeout documents will be carefully integrated into the City's third-party web-based Software-as-a-Service (SaaS).



SCHEDULE MANAGEMENT

A comprehensive master project schedule will be created to include all aspects of the project, including, but not limited to: design iterations & review times, permitting phases, pre-qualification, bidding, contracts & insurance, construction phasing, city installations, utility connections, IT installations, punchlist, commissioning, & contingency.



FINANCIAL CONTROLS

Effective financial controls depend on change management, timely invoices, claim mitigation & avoidance, commitment to value, clear documentation and legal comprehension. Our expertise in this category is best-in-class and includes an estimating team to serve as a reference point in developing budgets and change order negotiation.



QUALITY CONTROL OBSERVATIONS

Inspections, photography/technology such as recordings, photography, Bluebeam Technology to facilitate the communication of challenges in field for quick resolution & documentation, Building Information Modeling (BIM), and Field Observation Reports will be employed for Quality Control and Assurance.

Scope of Services

PRECONSTRUCTION PHASE

Master Schedule Development

Griffin Structures will produce a comprehensive and detailed project schedule that anticipates and includes all key stages and activities of a project. This schedule will include all design milestones including time for City review, permitting, Contractor prequalification (if desired), bidding, contracts and insurance, FF&E installations, and time for move-in before being open to the public. As noted above, validating the construction duration against the market will be a key part of the schedule development.

Master Budget

Griffin will develop a master budget able to capture the total project cost. Not only are we able to review construction cost estimates, but we are also highly skilled at identifying unknown costs that must be incorporated into the project for its success.

Constructability

During the design process, Griffin Structures will perform extensive constructability reviews at iterative design milestones. Griffin will evaluate key aspects of the design with each review, with particular attention paid to those items that can result in added cost, extended time, or compromised value. Griffin also looks in the early stages of design for consistency with the basis of design and program guidelines.

At each stage of design, the documents reveal different characteristics, which we will be evaluating. During the Concept and Schematic Design phase, our primary focus will be on the efficiency of use, adherence to the program, site layout and massing, building orientation, and basis of design.

At the Design Development and Construction Document phase of design, we will drill down into the project's critical details and look for apparent discrepancies such as missing callouts, flawed notes, and other items. Our review will search for inconsistencies such as civil and MEP point of connection elevations, waterproofing details and drainage, heat load orientation, framing coordination issues, and countless other pertinent information.

Finally, the key to the usefulness of our reviews is in our use of Bluebeam technology. This tool allows for the digital evaluation of the drawings, highlighting the details in question, and producing a report that is easy to understand and is actionable. Utilizing this tool with our hands-on field experience allows Griffin to produce the highest quality of constructability reviews.

Plan Check & Bidding Phase

Pre-Bid Conference: Critical to the success of any bid process is a well-organized bid conference. Griffin will assist in the bid process and recommends hosting a conference meeting where a power point presentation is presented to the bidders followed by a site visit. Griffin will assist the City and the design team in this effort

Bidder Questions: Any questions received by bidders will be coordinated by Griffin with answers distributed to the bidders via Addenda. Addenda issued during the bid process will be reviewed to ensure that the information is biddable, coherent, clouded, includes a narrative, and is issued in a manner that is timely. These efforts will help to establish a clear bid package which will in turn allow for bidders to give complete bids. Confusion is the enemy of a successful bid, and we will oversee all documentation to ensure there is no confusion on the part of the bidders.

Rebidding: Should all bids come in significantly above the City's budget, Griffin Structures will work with the City to rebid the project. This will include performing a detailed review of the submitted bids to determine if there are any particular factors contributing to the high bid values, reviewing past value engineering to see if there are opportunities to reduce scope or create alternates, and any other effort to aid the City in reducing project costs.

Public Outreach: Griffin will use our extensive database of Contractors to enhance the traditional public notices by issuing email invitations to potential bidders. Griffin starts this process early in hopes of creating a quality contractor pool.

CONSTRUCTION PHASE

Project Meetings

The management of well-organized and carefully documented meeting is critical to the success of any project. This includes all types of meetings that may occur throughout the life of a project. To begin with, Griffin will arrange for and conduct the Pre-Construction meeting and will provide both an agenda and meeting minutes accordingly. Griffin will ensure that all pertinent team members will be present in coordination with City staff.

Additionally, Griffin will provide the agendas and meeting minutes, discuss the schedule updates and near-term activities, work with the team to clarify or resolve problems, coordinate with other Contractors, update the team on the status of change orders, status of submittals and RFI's, review safety issues and other topics as they occur. Griffin will assign action items to responsible parties along with the corresponding date the action is required to be complete. These meetings will be reviewed for concurrence and will be distributed to attendees within five calendar days.

The Griffin CM will also work closely with developments in the field to attend and document, or cause to be documented, all necessary meetings including but not limited to weekly safety meetings, utility coordination meetings, issue resolution meetings, commissioning meetings, change order meetings, and any other meeting need the project requires.

Project Controls & Contract Administration

Construction Management Program: As described above, Griffin Structures will be utilizing Submittal Exchange to manage all documentation needs for the duration of the project. This system will include all design, City, inspections, and Contractor team members as needed. All licenses are included, and when the project is completed, the entire file containing all documents will be archived and transferred to the City for posterity.

Project Documents: This system will include all project documentation including but not limited to: all shop drawings submittal reviews, RFI's, payment requests, change orders, product data, material delivery dates, daily reports, project logs etc. As described above, Griffin will employ the use of Submittal Exchange for expedient distribution and tracking of these documents, as well as tailor this effort to provide the exact level of detail expected from the City.

Safety Regulations: Griffin will work closely with the City and staff to prepare and oversee the mobilization of the Contractor, the phasing of work, and the establishment of suitable and safe construction staging including but not limited to' fencing, barricades, temp facilities, temp utilities, construction trailer placement etc. The planning of this effort will be started early in the preconstruction process, and an initial site phasing and staging plan will be included in the bid documents to give guidance to the bidders regarding City standards and expectations. Additionally, Griffin will observe and document any and all safety concerns observed on the site. These will be reported directly to the Contractor who will have the ultimate responsibility for maintaining safety on the site and may include required safety training and reporting from the Contractor's safety officer if violations continue.

Photographs: Griffin will serve as the 'eyes and ears' of the City for quality control. Accordingly, Griffin will walk the site regularly and inspect all installations for consistency with the construction documents and photograph the site regularly. Specifically, Griffin will enforce the highest level of workmanship to ensure the City receives the best value for the investment made on behalf of the community.

Schedule Reviews: As described above, our CM will review all Contractor schedules for accuracy and consistency with the milestones critical to the project as communicated in the approved baseline schedule. This review will entail reviewing the logic of the critical path, the integration of City installations, reasonable durations for submittals, inclusion of weather days, commissioning, punch list and closeout. An updated schedule will be required for every monthly pay app approval.

Invoicing Reviews: Griffin will cause to be established by the contractor, a comprehensive Schedule of Values for the entirety of the project for approval by the City. Once approved this will serve as the basis for all progress payments, which Griffin will review for consistency with progress in the field and make recommendations to the Contractor for correction. Once corrected, Griffin will then make recommendations to the City for processing.

Building Permit Requirements: The Contractor will be required to call in all inspections to the City building department, and the Griffin CM will observe and review any and all deficiencies identified. We will work closely with the City inspector to ensure the construction is performed to all building code standards.

Contractor Progress Review: The Griffin Structures Construction Manager will provide daily progress review of all activities performed on the project. This will take the form of a daily report which includes all workers, equipment, activities, materials, and issues encountered on that day. Additionally, a counting of construction days will be accrued as verification of contract days spent, along with a percentage of completion for activities. Any issues or problems will also be documented for future reference. Additionally, as discussed above, Griffin will review all schedules provided by the Contractor to confirm they meet the overall objectives of the project. Accordingly, Griffin will oversee and ensure the activities in the field are consistent with the approved schedule and will recommend corrective action should they fail correlate.

Forecasting: As part of our Budget Management approach described above, Griffin will update the project budget on a monthly basis and project forward a cost to completion to the City. This will include all change order projections, inspections costs, soft costs, contingency uses, and provide a cash flow for City use.

Submittal Reviews: Griffin will review all submittals for completeness and work closely with the design team to process and return submittals on a timely basis to allow for the highest production of work. All submittals will be maintained in the document management system.

RFI Reviews: Griffin will review all RFI's to confirm that they are in fact pertinent to the project, work with the field and the design team to come to resolutions and work closely with the team to come to solutions that do not add time or cost to the project. All RFI's will be maintained in the document management system.

Issues Resolution: Should the Contractor request further explanation, we will work closely with the team to resolve any lack of clarity and provide guidance for moving the project forward.

Change Orders: Griffin will review all change orders and provide supplemental information as needed to justify their approval or rejection. Griffin will negotiate with the Contractor on the City's behalf and serve as the point of contact for resolving issues and mitigate against potential claims. Specifically, Griffin will seek to avoid claims as detailed above. All Change Orders will be required to include proper documentation, subcontractor and supplier back up, and any design or owner documentation that justifies the merit of the change order. Additionally, Griffin will perform an evaluation of all change orders to confirm the estimate is consistent with industry standards and fair market pricing.

Claims Avoidance: Griffin will implement the claims avoidance program detailed in the approach above for the successful tackling and ultimate mitigation of all claims.

Changes & Change Notices: Should the City wish to implement a change to the project, Griffin will work closely with the design team to prepare and issue a Construction Change Directive that provides adequate information for implementation.

Public Utility Liaison: As will the coordination with the utilities during the design and bid phase, Griffin will work closely to coordinate all construction activities with the respective utilities to ensure proper and timely installation.

Record Set of Documents: As stated above, Griffin will manage all project documentation via our cloud-based document management system. As such we will maintain all shop drawings, product data, samples, submittals, purchases, materials, equipment, and applicable handbooks. All documents will be maintained and turned over to the City at the completion of the project.

As-Built Drawings: As part of the management of the record set of drawings, the Griffin CM will require that the record set of drawings is kept at the CM trailer and that all trade contractors mark up a single continuous set of plans for turnover to the City. Where possible, Griffin recommends record drawing be maintained digitally.

Reports

Daily Reports: Daily reports will be maintained that capture personnel, activity, equipment, inspections, photographs, and any critical issues encountered.

Weekly Reports: Griffin Structures will prepare and transmit a weekly report to the City which will catalogue the time elapsed, % completed, activities completed, activities anticipated for the following week, updates on the substantial completion date, budget updates, and any critical issues encountered.

Monthly Reports: As with the preconstruction phase, Griffin will provide a monthly project status report for distribution to any and all parties the City deems appropriate. This report will include key milestones, anticipated work pending, budget updates, photographs, and any key challenges encountered. These monthly reports will also include an updated cash flow, and updates to the total project budget that might have been encountered in the previous month.

Construction Inspection

Preconstruction Survey: The Griffin CM will perform a visual and photographic survey of the project prior to the start of construction to ensure a proper recording of existing conditions is documented.

Building Department Inspections: The Griffin Structures CM will coordinate or cause all inspections required for the project to be built in conformance with the applicable codes. Where the Contractor is responsible for calling in all inspections and maintaining the inspection log, the Griffin CM will oversee this effort and ensure all building inspections are properly performed. This will include site work, structural inspections, architectural inspections, electrical inspections, mechanical inspections, utilities inspections, landscape inspections, and systems inspections.

Special Inspections & Testing: Griffin will coordinate and oversee the scheduling of all other consultant inspections including but not limited to geotechnical materials testing, deputy inspection, and special laboratory testing.

Quality Assurance Inspections & Oversight: As described in our approach above, Griffin will implement a rigorous quality assurance inspections protocol to ensure the installations are in compliance with plans and specifications on a continuous basis. Griffin will observe all installations and notify of any non-confirming work installed. These notices will be detailed and thorough and provide recommendations to the City and Architect for corrective measures. We will also notify the Contractor of non-confirming work and will track all resolutions via our Field Observation Log described above.

Community Outreach

Website Content: Our team will provide the content required for miscellaneous website updates. This would include milestones, field activity updates, photographs, and any other content the City wishes to incorporate.

Notices: Our team will assist the City with providing content for any notices the City wishes to distribute to the surrounding neighborhood. This information would be specific to road closure, extraordinary construction activities, noisy work, and anything else the City wishes to communicate to the surrounding neighborhood.

Neighborhood Updates & Meetings: Griffin will assist the City in hosting and leading neighborhood updates and meetings. This may take the form of leading presentations that provide updates on construction, answering questions, and serving as the construction activities representative on behalf of the City.

Electronic Media: Similar to website content above, Griffin will support the City in the preparation of content for inclusion into electronic media updates, newsletters, and potential local newspaper updates.

Media Management: Though the City will take the lead in managing all public information, Griffin will support the City as needed to provide updates and responses to media inquiries.

Project Hotline / Email: Griffin recommends establishing a dedicated phone number and/or email address where the interested parties can seek information. Griffin will respond to any inquires within 24-hours. For sensitive items, Griffin would work with City staff to tailor the message before responding. Griffin has found that project opponents can become advocates when the feel heard.

CLOSEOUT

Punch List: Griffin will coordinate the final punch walk of the project to ensure all improvements are per the plans and specifications. Specifically, Griffin will employ a Field Observation Log during construction that will seek to identify quality issues observed by the project team on an ongoing basis. This will serve to function as an ongoing pre-punch list, and therefore help to minimize the issues discovered at the final punch walk. Griffin will also oversee the following punch walks to confirm corrective action is resolved. Once completed, Griffin will issue a comprehensive punch list for completion by the contractor. Griffin will oversee the completion of these items and ensure that all deficiencies and corrections are completed to the satisfaction of the City.

Finalize Change Orders & Claims: Our approach minimizes change orders lingering to the completion of the project, and we seek to do the same with any claims. Nonetheless, should any outstanding issues remain that require change order negotiation of claims management, the Griffin CM will coordinate and lead these negotiations on behalf of the City to a successful resolution.

Record Drawings & As-Builts: Integral to our cloud-based document management system, Submittal Exchange will assemble all guarantees, certifications, affidavits, leases, easement deed, operating and maintenance manuals, warranties and any other closeout documents. This system will provide a complete digital file for all documents, for future use, as well as maintain cloud-based files for future use. Additionally, Griffin Structures will cause to be maintained a complete and up to date set of drawings for the duration of the project.

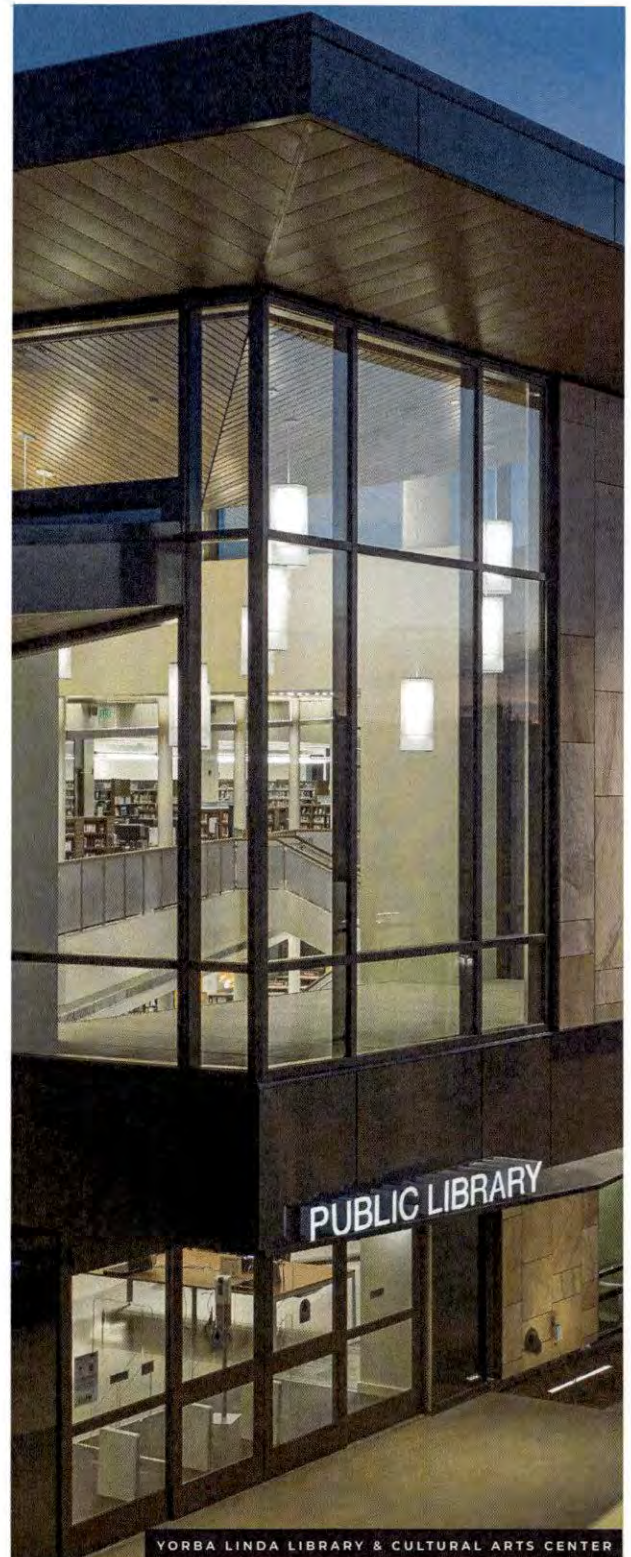
Electronic File Transmittal: As described in our approach above, a comprehensive electronic archive of all project documentation will be transmitted to the City for future reference. This file will include all project documents including; plans, specifications, reports, change orders, submittals, RFI's, CCD's, ASI's, SWPPP reports, inspections reports, photographs, and any other project documentation required of the City.

Initial Start Up & Testing: It will be critical that the City bring on its Commissioning agent early in the project as this effort begins at the time of developing the design development specifications. Griffin will work closely with the City to establish this specification, support the City in issuing an RFP, and will coordinate with the Cx agent and the Contractor to efficiently test and commission the necessary systems consistent with any LEED certification processes.

User Training: Griffin will work with the contractor and City staff to schedule all necessary training on every building system. These trainings will be recorded so staff can revisit them as needed.

User Complaints: Should user complaints arise, our team will coordinate the necessary investigation and oversee the resolution of the issue in coordination with the Contractor.

Warranty Inspection: At the 11th month of the warranty period, Griffin will coordinate and oversee a warranty inspection walk with the contractor to ensure all outstanding issues are resolved.





BUENA PARK FIRE STATION NO. 61



Jon Hughes

CCM, DBIA

President

EDUCATION

Bachelor of Science, Westmont College

CERTIFICATION

Certified Construction Manager (CCM)

Design Build of America Institute (DBIA)
Associate

AFFILIATIONS

NAVFAC and US Army Corps Construction
Quality Management (CQM) Program

YEARS OF EXPERIENCE

31

QUALIFICATIONS

President, Jon Hughes, offers a wealth of expertise in Program and Construction Management, contributing to the successful completion of many of California's most prestigious properties. His tenure spans virtually every project type. Jon's extensive background, coupled with his demonstrated early career experience in the field, further enhances his ability to guide our team in order to provide Excellence in Project Delivery to each client we serve.

REPRESENTATIVE EXPERIENCE

Newport Beach Library, Witte Hall, CA

Newport Beach Marina Park Community & Sailing Center, CA

Environmental Nature Center, Newport Beach, CA

Yorba Linda Library & Cultural Arts Center, CA

Salinas El Gabilan Branch Library, CA

Eastvale Civic Center, Fire Station & Library, CA

Half Moon Bay Library, CA

Tustin Main Library, CA

Fullerton Main Library, CA

Buena Park Library District Renovation, CA

Half Moon Bay Library, CA

Inglewood Main Library Renovation, CA

Irvine Great Park Framework Plan & Library, CA

Quartz Hill Library, CA

Santa Ana Main Library Renovation (+3 Additional Libraries), CA

Santa Cruz Downtown Library, Housing & Mixed-Use Project, CA

Orange City Fire Department Headquarters, CA

Buena Park Fire Station No.61, CA

Carlsbad Police & Fire Headquarters Renovation, CA

Cathedral City Fire Station No.411, CA

Eastvale Civic Center, Fire Station & Library, CA

Manhattan Beach Fire Station No.2, CA

Tustin Fire Station No.37, CA

Orange County Fire Authority, CIP (Multiple Stations), CA

Corona Fire Station No.2, CA



Robert Godfrey

CCM

Project Executive

EDUCATION

Bachelor of Science, Management, The Georgia Institute of Technology, Atlanta

CERTIFICATIONS

Certified Construction Manager (CCM)

AFFILIATIONS

Construction Management Association of America, Member

YEARS OF EXPERIENCE

23

QUALIFICATIONS

Robert Godfrey brings more than 20 years of combined experience in construction management and planning. As a construction manager, he has been involved during all phases of development and construction. His responsibilities as a project/construction manager have entailed pre-construction services, public and stakeholder outreach, managing entitlement and plan check processes, obtaining building permits and coordinating inspections, and generating punch lists and overseeing project closeout. Robert has a proven record of project management involving effective communication with design team members, coordinating consultants, vendors and contractors - all to assure the client's goals and objectives are achieved.

REPRESENTATIVE EXPERIENCE

Newport Beach Library, Witte Hall, CA
 Santa Ana Main Library Renovation, CA
 Santa Ana Newhope Library Renovation, CA
 Santa Ana Delhi Center Library Branch, CA
 Santa Ana Outdoor Library at Jerome Park, CA
 Half Moon Bay Library, CA
 Inglewood Main Library Renovation, CA
 Irvine Great Park Framework Plan & Library, CA
 Escondido Public Library Critical Infrastructure & Modernization Project, CA
 Buena Park Library District Renovation, CA
 Selma Fire Station No.3, CA
 Fairfield Fire Station No.36, CA
 Fairfield Fire Station No.39, CA
 Visalia Fire Station No.51, CA
 Corona Fire Station No.2, CA
 Orange County Fire Authority, Multiple Fire Stations, CA
 Santa Clarita Canyon Country Community Center, CA
 Quail Hill Community Center, Irvine, CA
 Lawndale Community Center, CA
 Rancho Palos Verdes Ladera Linda & Community Center, CA
 Salinas Hebbbron Family Center Revitalization Project, CA
 Rancho Palos Verdes Civic Center, CA
 Jurupa Area Recreation & Park District, Vernola Park Expansion & Community Center, Jurupa Valley, CA



Cody Roth

ICC

Sr. Construction Manager

EDUCATION

Santa Ana College, Fire Science Degree

Rio Hondo College, Fire Academy Graduate

Saddleback College, Various Building
Inspector Courses

CERTIFICATIONS / LICENSES

International Code Council B-1 Building
Inspection

International Code Council E-1 Electrical
Inspection

International Code Council P-1 Plumbing
Inspection

CAL OES Safety Assessment Program
(ID#77558)

Orange County Stormwater Program

Various Certificates from the California
Building Officials Training Institute (CALBO)

YEARS OF EXPERIENCE

15

QUALIFICATIONS

Cody Roth has a wealth of experience for a variety of public works projects, both as a Program/Construction Manager, and as former Public Works Inspector for multiple agencies throughout his career. His project background also includes horizontal infrastructure projects as well as vertical construction including administrative offices, municipal, commercial, medical, and residential new construction and/or renovation. Cody's building knowledge, attention to detail, superior customer service, and problem-solving skills all further contribute to his success as Program/Construction Manager and Inspector for Griffin Structures.

REPRESENTATIVE EXPERIENCE

Newport Beach Library, Witte Hall, CA

Tustin Main Library Renovation, CA

Santa Clarita Canyon Country Community Center, CA

Santa Ana Main Library Renovation, CA

Santa Ana Newhope Library Renovation, CA

Santa Ana Delhi Center Library Branch, CA

Santa Ana Outdoor Library at Jerome Park, CA

San Juan Capistrano Paseo Adelanto Housing & City Hall, CA

Tustin Council Chambers, CA

San Marino Community Center, CA

Esencia Sports Park Rancho Mission Viejo Co, CA

South Gate Urban Orchard, CA

Laguna Beach Village Entrance, CA

LANLT, Wishing Tree Park, Tustin, CA

Tustin Peppertree Park, CA

Greenwood @ Cal Atlantic & Brookfield, Tustin, CA

Serra by Shear Homes, Vista, CA

Avalon Apartments (12 Buildings), Vista, CA

The Village at Tustin Legacy & Office Space (16 Buildings), CA

Laguna Beach Animal Shelter, CA

Hoag 3-Story Office Building, Tustin, CA

The Village at Tustin Legacy & Office Space (16 Buildings), CA

Bank of America & Office Space, Tustin, CA

Wagly Pet Campus & Office Space, Tustin, CA



David Fields

Constructability Review Specialist

EDUCATION

Bachelor of Science, Construction Engineering & Management, Purdue University

Infantry Squad Leader, Combat Action Veteran, US Marine Corps, Kaneohe Bay, HI

CERTIFICATION

California Contractor License, Class B

AFFILIATIONS

American Society of Civil Engineers, Associate Member

YEARS OF EXPERIENCE

14

QUALIFICATIONS

David Fields brings a proven track record of providing strategic direction in all phases of building construction projects, including over 10 years of project management experience for nationally leading general contractors. David excels in overall project leadership, quality assurance, program management, financial management / forecasting, and scheduling. He has worked on and managed projects throughout California ranging from 1.5 billion to 1.5 million public and privately funded dollars.

David's wealth of expertise includes, but is not limited to, risk management, financial management, constructability reviews, estimating, design management, construction monitoring, project controls, technology, sustainability, pre-construction, international procurement, scheduling and additional skillsets.

REPRESENTATIVE EXPERIENCE

Santa Ana Main Library Renovation, CA

Santa Ana Newhope Library Renovation, CA

Santa Ana Delhi Center Library Branch, CA

Santa Ana Outdoor Library at Jerome Park, CA

Eastvale Civic Center, Library & Fire Station, CA

Escondido Public Library Critical Infrastructure & Modernization Project, CA

Pico Rivera Smith Park Aquatic Center Renovation, CA

AC + Moxy Hotel, Los Angeles, CA

Visalia Civic Center Ph2 Project (Public Safety Office Building, Evidence/Storage Building & Council Chambers), CA

High-End Office, Confidential Client, Irvine, CA

Bay Meadows Station 2, San Mateo, CA

Bay Meadows Station 4, San Mateo, CA

Mosso Apartments, San Francisco, CA

Salesforce Transit Center, San Francisco, CA

Gate Improvements, Sony Pictures Entertainment, Los Angeles, CA

So-Fi Stadium Retail Complex, Los Angeles, CA

Fieldwork Brewing Beer Garden, San Mateo, CA

Trainee Barracks Phase 2 Complex 6, US Army Corps of Engineers, Ft. Leonard Wood, MO

Data Center, Confidential Client, Irvine, CA



Mario Khalil

PE, PSP

Scheduler

EDUCATION

Master of Construction Management,
Politecnico Di Milano

Bachelor of Science in Civil Engineering, El-
Minya University

CERTIFICATION

Professional Civil Engineer C87651

Planning & Scheduling Professional (PSP)

YEARS OF EXPERIENCE

17

QUALIFICATIONS

With over 15 years of public sector scheduling expertise, Mario has provided numerous baselines, updates and Time Impact Analyses, analyzed various claims and disputed issues during and after construction. He has extensive experience in scheduling with variety of delay analysis techniques, including time impact analysis, windows analysis, as-planned vs. as-built, and collapsed as-built using different software tools, including Microsoft Project, Primavera P3 & P6, SureTrak, Claim Digger, Schedule Analyzer and Acumen Fuse. He also offers training for public sector clients to better understand all aspects of scheduling methods.

REPRESENTATIVE EXPERIENCE

Carlsbad Police & Fire Headquarters Renovation, CA
 Stockton City Hall Renovation & Relocation, CA
 Rancho Cienega Sports Complex & Aquatic Facilities, Los Angeles, CA
 Albion Riverside Park, Los Angeles, CA
 Machado Lake Ecosystem, Wilmington, CA
 I-5 North Capacity Enhancement Project, LACMTA, Santa Clarita, CA
 Algin Sutton Pool Replacement, Los Angeles, CA
 Forest Lawn Memorial Park, Woodlands Phase II, LA, CA
 City of Los Angeles, Robertson Recreation Center, CA
 LAUSD, Venice High School, CA
 LAUSD, Elizabeth Learning Center, CA
 LAUSD, McKinley Elem. School, CA
 LAUSD, Shenandoah Elem. School, CA
 City of Los Angeles, Machado Lake Ecosystem, CA
 City of Los Angeles, Argo Drain Sub-Basin Facility, CA
 CalTrans District 11, I-5 NCC Segment 2 & 3, CA
 CalTrans District 11, I-5 North Coast Corridor Segment 1, CA
 CalTrans District 7, Route 47 Schuyler Heim Replacement, CA
 CalTrans District 7, I-10 HOV in Baldwin Park, CA
 CalTrans District 11, Route 76 Mission to I-5, CA
 CalTrans District 11, Imperial I-8 Pavement Rehabilitation, Segment, 4, CA
 CalTrans District 11, Imperial I-8 Pavement Rehabilitation, Segment 2, CA





Ryan Craven

CPE, CMIT

Cost Estimator

EDUCATION

Bachelor of Science, Construction
Engineering, National University, Costa Mesa

CERTIFICATION

Certified Public Estimator (CPE)

Construction Manager in Training (CMIT)

AFFILIATIONS

American Society of Plumbing Engineers
(ASPE)

CoreNet Global (Young Leaders Group)

YEARS OF EXPERIENCE

17

QUALIFICATIONS

Ryan is an expert in value engineering and construction cost estimating, including master planning, conceptual, schematic design development, and construction document phases. He is a skilled mediator, participating in change order preparation, validation, and negotiation. He has reconciliation experience with general contractors and subcontractors, and communicates well with all design team members, promoting open-door dialogue and effective project solutions.

REPRESENTATIVE EXPERIENCE

Yorba Linda Library & Cultural Arts Center, CA
 Salinas El Gabilan Branch Library, CA
 Eastvale Civic Center, Fire Station & Library, CA
 Half Moon Bay Library, CA
 Tustin Main Library, CA
 Fullerton Main Library, CA
 Buena Park Library District Renovation, CA
 Half Moon Bay Library, CA
 Inglewood Main Library Renovation, CA
 Irvine Great Park Framework Plan & Library, CA
 Quartz Hill Library, CA
 Santa Ana Main Library Renovation (+3 Additional Libraries), CA
 Santa Cruz Downtown Library, Housing & Mixed-Use Project, CA
 Orange City Fire Department Headquarters, CA
 Buena Park Fire Station No.61, CA
 Carlsbad Police & Fire Headquarters Renovation, CA
 Cathedral City Fire Station No.411, CA
 Eastvale Civic Center, Fire Station & Library, CA
 Manhattan Beach Fire Station No.2, CA
 Tustin Fire Station No.37, CA
 Orange County Fire Authority, CIP (Multiple Stations), CA
 Corona Fire Station No.2, CA





TUSTIN MAIN LIBRARY

Propose Labor Hours

As requested within the RFP, we have provided our proposed labor hours below. For more in-depth information, please refer to our separately submitted Fee Proposal. Thank you.

PROJECT PHASE	2025												2026												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
PRE-CONSTRUCTION																									
BIDDING																									
CONSTRUCTION																									
CLOSEOUT																									
MONTHLY STAFFING HOURS																									
President, Jon Hughes	2	2	2	2	2	2	2																		
Project Executive, Robert Godfrey	10	24	24	24	24	24	24	24	24	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Sr. Construction Manager, Cody Roth	4	40	40	40	40	16	16	16	16	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	
Constructability Review Specialist, David Fields	4	40	40	40	40	16																			

PROJECT PHASE	2027												2028												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
PRE-CONSTRUCTION																									
BIDDING																									
CONSTRUCTION																									
CLOSEOUT																									
MONTHLY STAFFING HOURS																									
President, Jon Hughes																									14
Project Executive, Robert Godfrey	8	8	8																						346
Sr. Construction Manager, Cody Roth	172	172	172	172	172																				3,644
Constructability Review Specialist, David Fields																									140

EXHIBIT B

SCHEDULE OF BILLING RATES



City of Newport Beach
Balboa Branch Library & Fire Station 1 Project
Fee Proposal

Item No.	PROJECT PHASE	PRESIDENT	PROJECT EXECUTIVE	SR. CONSTRUCTION MANAGER	CONSTRUCTABILITY SPECIALIST
		Jon Hughes \$295/HR*	Robert Godfrey \$285/HR*	Cody Roth \$265/HR*	David Fields \$265/HR*
A	PRE-CONSTRUCTION PHASE	14	154	168	140
1.0	Master Project Schedule	Incl	Incl	Incl	-
2.0	Project Budget	Incl	Incl	Incl	-
3.0	Construction Management Coordination and Value Engineering Review	Incl	Incl	Incl	Incl
4.0	Engineering Review	Incl	Incl	Incl	Incl
B	PLAN CHECK & BIDDING PHASE	0	48	36	0
1.0	Public Relations Activities	-	Incl	Incl	-
2.0	Pre-Bid Site Walk	-	Incl	Incl	-
3.0	Coordination and Inquiries	-	Incl	Incl	-
4.0	Addenda Review	-	Incl	Incl	-
5.0	Rebidding	-	Incl	Incl	-
C	CONSTRUCTION PHASE	0	144	3,196	0
1.0	Pre-construction Meeting	-	Incl	Incl	-
2.0	Contract Administration	-	Incl	Incl	-
3.0	Submittal Procedures	-	Incl	Incl	-
4.0	Meetings	-	Incl	Incl	-
5.0	Quality Assurance/Quality Control	-	Incl	Incl	-
6.0	Coordination of Technical Inspection and Testing	-	Incl	Incl	-
7.0	Construction Observation	-	Incl	Incl	-
8.0	Non-conforming Work	-	Incl	Incl	-
9.0	Exercise of Contract Prerogatives	-	Incl	Incl	-
10.0	Implementation of Master Project Schedule	-	Incl	Incl	-
11.0	Monitor Estimates of Construction Cost	-	Incl	Incl	-
12.0	Construction Progress Review	-	Incl	Incl	-
13.0	Maintain On-Site Records	-	Incl	Incl	-
14.0	Schedule of Values and Processing of Payments	-	Incl	Incl	-
15.0	Evaluate Change Order Proposal Costs	-	Incl	Incl	-
16.0	Change Order Reports	-	Incl	Incl	-
17.0	Project Status Reports	-	Incl	Incl	-
D	PROJECT CLOSE-OUT AND POST CONSTRUCTION SERVICES	0	0	344	0
1.0	Completion of Contracts and Project	-	-	Incl	-
2.0	As-Built Documents & Operation Manuals	-	-	Incl	-
3.0	Training Sessions	-	-	Incl	-
4.0	Initial Start-up and Testing	-	-	Incl	-
5.0	Project As-Built, Close Out, and Warranties	-	-	Incl	-
6.0	Computerized Maintenance Management System	-	-	Incl	-
7.0	User Complaints	-	-	Incl	-
		14	346	3,744	140
		\$4,130	\$100,050	\$953,460	\$37,100
					\$1,094,740
	REIMBURSABLE COSTS				\$126,010
	Insurance				\$10,950
	Misc. Expenses (Printing, Parking, etc.)				\$1,580
	Submittal Exchange (24 months)				\$15,840
	Scheduling Consultan ALLOWANCE (Assumes 19 reviews)				\$56,240
	Peer Estimate ALLOWANCE (Assumes 2 estimates)				\$41,400
	GRAND TOTAL				\$1,220,750

* Rates are reflective of 2025 rates but fee is inclusive of rates escalated by CPI annually.



City of Newport Beach
Balboa Branch Library & Fire Station 1 Project
Resource Allocation Schedule

PROJECT PHASE	2025												2026											
	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC					
PRE-CONSTRUCTION																								
BIDDING																								
CONSTRUCTION																								
CLOSURE																								
MONTHLY STAFFING HOURS																								
President, Jon Hughes			4	4	2	2	2																	
Project Executive, Robert Godfrey			34	30	30	30	30	24	24	8	8	8	8	8	8	8	8	8	8					
Sr. Construction Manager, Cody Roth			48	48	24	24	24	20	16	86	86	100	172	172	172	172	172	172	172					
Constructability Specialist, David Fields			60	60	20																			
President, Jon Hughes	\$	-	\$	1,180	\$	1,180	\$	590	\$	590	\$	590	\$	-	\$	-	\$	-	\$	-				
Project Executive, Robert Godfrey	\$	-	\$	9,660	\$	8,550	\$	8,550	\$	8,550	\$	6,840	\$	6,840	\$	2,280	\$	2,280	\$	2,360				
Sr. Construction Manager, Cody Roth	\$	-	\$	15,720	\$	12,720	\$	6,360	\$	6,360	\$	5,300	\$	4,240	\$	22,760	\$	22,760	\$	26,600				
Constructability Specialist, David Fields	\$	-	\$	18,000	\$	18,000	\$	5,200	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-				
TOTALS	\$	-	\$	39,490	\$	36,360	\$	20,800	\$	18,600	\$	15,800	\$	12,140	\$	11,080	\$	28,070	\$	25,070				

PROJECT PHASE	2027												2028												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
PRE-CONSTRUCTION																									
BIDDING																									
CONSTRUCTION																									
CLOSURE																									
MONTHLY STAFFING HOURS																									
President, Jon Hughes																									14
Project Executive, Robert Godfrey			8	8	8																				348
Sr. Construction Manager, Cody Roth			172	172	172	172	172																		5,400
Constructability Specialist, David Fields																									140
President, Jon Hughes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	4,130
Project Executive, Robert Godfrey	\$	2,440	\$	2,440	\$	2,440	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	380,000
Sr. Construction Manager, Cody Roth	\$	49,880	\$	49,880	\$	49,880	\$	49,880	\$	49,880	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	963,460
Constructability Specialist, David Fields	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	37,100
TOTALS	\$	52,320	\$	52,320	\$	52,320	\$	49,880	\$	49,880	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	1,094,740

EXHIBIT C

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.
 - B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

- D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.
- B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.
- C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
- D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.
- C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

- G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.
- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.