

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH GRIFFIN STRUCTURES, INC.
(CONSTRUCTION MANAGEMENT SERVICES – CONSTRUCTION MANAGEMENT
SERVICES FOR THE CITY PARK REVITALIZATION PROJECT, RFP 24-056AS)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 5th day of June, 2024 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and Griffin Structures, Inc. a California corporation with its principal place of business at 1 Technology Drive, Building I, Suite 829, Irvine, CA 92618 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing construction management services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the Construction Management Services for the City Park Revitalization Project, RFP 24-056AS project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional construction management services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from June 5, 2024 to June 30, 2028 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal

Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Jon Hughes, Robert Echavarria, and Robert Godfrey.

3.2.5 City’s Representative. The City hereby designates Savat Khamphou, or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Savat Khamphou, Public Works Director/City Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the

Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its subsections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

To the extent applicable, Consultant shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Consultant shall make available for inspection and copying any and all documents or information associated with Consultant's and its subconsultants' and subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Consultant is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Consultant shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Consultant shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability* \$1,000,000 minimum; per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 minimum; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 minimum; per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage

and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant’s may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain

the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the Services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the Services pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. 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 under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Four Million Two Hundred Eighty-Five Thousand Dollars (\$4,285,000) (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the

Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City

reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to

the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

Griffin Structures, Inc.
1 Technology Drive
Building I, Suite 829
Irvine, CA 92618
Attn: Jon Hughes

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savat Khamphou, Public Works Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must

comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

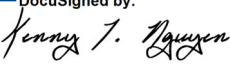
CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH GRIFFIN STRUCTURES, INC.
(CONSTRUCTION MANAGEMENT SERVICES – CONSTRUCTION MANAGEMENT
SERVICES FOR THE CITY PARK REVITALIZATION PROJECT, RFP 24-056AS)

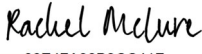
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.


CITY OF CORONA


By: DocuSigned by:

CB312E179B8E463...
Savat Khamphou
Public Works Director/City Engineer

Reviewed By: DocuSigned by:

A97EFAC39264407...
Kenny Nguyen
CIP Manager/Assistant City Engineer

Reviewed By: DocuSigned by:

66E47A98B3CC41F...
Rachel McLure
CIP Supervisor

Reviewed By: DocuSigned by:

0F4DDBC75F5B46B...
Tracy Martin
Senior Project Manager

Reviewed By: DocuSigned by:

F8EFBE3136B4492...
Yasmin Lopez
Purchasing Manager


Attest:

Sylvia Edwards
City Clerk, City of Corona, California


CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH GRIFFIN STRUCTURES, INC.
(CONSTRUCTION MANAGEMENT SERVICES – CONSTRUCTION MANAGEMENT
SERVICES FOR THE CITY PARK REVITALIZATION PROJECT, RFP 24-056AS)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

GRIFFIN STRUCTURES, INC.
a California corporation

By: 
ED4FD8218B9F49D...

Jon Hughes
President

By: 
25427EFC1295464...

Kelly Boyle
Treasurer

EXHIBIT “A” SCOPE OF SERVICES

Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the construction management services necessary for the Project. The Services are more particularly described herein.

A. INTRODUCTION AND PROJECT OVERVIEW

The Consultant shall provide to the City construction management services for the design and rebuild of Corona’s oldest park, City Park. City Park is a 20.54-acre park located in the central part of Corona, at 930 E. Sixth Street, Corona, CA 92879. See Appendix A of the RFP document packet for a map of the park location. City Park is designated as a historic district within Corona. Some assets in the park, including trees, are historic and must be preserved in the overall final design. The site is currently irrigated with reclaimed water. City Park contains a municipal well and water treatment facility to remain on site.

The City completed a City Park Master Plan process which included extensive community engagement to determine community desires for City Park. The City has also awarded a contract for Architectural and Engineering Design Services to RIOS, Inc. The contract includes an aggressive schedule that will result in the completion of construction documents and full bid package by fall of 2024.

Based on a site analysis, community feedback and preliminary design, the City wishes to construct the basic amenities listed below:

- Aquatic Center
 - 10,000 square foot building with restrooms, changing areas, an office, equipment and storage rooms, and outdoor showers.
 - An outdoor 25-meter pool including a swim lane area, dedicated diving area, and shallow play area.
 - A 3,700 square foot activity pool with water slide
 - Shade structures and covered bleacher/spectator seating
 - Direct access for pool chemical delivery
- Splashpad
 - Iconic theme/design, representative of the City of Corona’s heritage
 - Approximately 10,000 square feet, located adjacent to the Aquatics Center for equipment and maintenance efficiencies.
 - Include spectator seating and shading.
 - Outdoor shower
 - Adjacent restroom
 - Variety of water play features, including static, kinetic, and self-operated spray features.
- Universal Playground
 - Approximately 12,500 square feet incorporating:
 - 2 – 5-year-old play area
 - 5 – 12-year-old play area

- Integrated shade structures and plenty of trees to provide natural shade for observers and caretakers.
 - Adventure play elements, such as zipline tracks
 - Inclusive play features
 - Rubberized surfacing
 - Unique, iconic themed playground symbolizing Corona's diverse community and history.
- Pump Track
 - High visibility yet with buffer zones/areas between pedestrians and wheeled activities
 - Include lighting.
 - Features that allow for a variety of skill levels and age groups.
- A Community Building
 - The building size has been determined through the design process and shall include space planning analysis based upon information from the Citywide Park and Recreation Master Plan, previous City Park Master Plan meeting notes and information gathered during the process and meetings with City staff and representatives.
 - Buildings will total a minimum of 40,000 square-feet.
- Stage Area (1,200 square foot)
 - Include conduit for lighting, audio/visual system, electrical connections.
 - To be used for concerts, movie nights and community performances
- Multi-Use Field – “Community Canvas”
 - 150,000 square feet of grass space
 - Must accommodate a soccer/football sized field for multi-use sport activities.
 - Include equipment storage facilities for City use and special events.
 - Walking track surrounding with distance markers
 - Track to be decomposed granite, pavers, rubber, or material that is natural looking but durable.
 - Track should be wide enough to accommodate food trucks and maintenance or emergency vehicles.
 - Interval LED pathway lighting
 - Secured electrical connections
- Landscaping
 - To enhance park experience
 - Utilize Crime Prevention Through Environmental Design (CPTED) strategies.
 - Include elements throughout park to add interest, i.e. botanical garden look and feel.
 - Preserve as many existing on-site trees as is feasible given their relative health and compatibility with the site usage.
- Parking
 - Adequate parking spaces throughout the park next to amenities for ease of ingress/egress
 - Consideration of angled parking along Quarry Street and parallel parking along 6th street in parking analysis, including traffic calming measures for Quarry Street and consideration of completing Third Street through to Rimpau Avenue.
- General
 - All park amenities must be Americans with Disabilities Act (ADA) compliant.

- Park circulation should be clear and natural, incorporating different length “tracks” for pedestrians.
- Maintenance access throughout site for repairs and tree trimming.
- Quick couplers/hose bibbs with potable water for wash down adjacent to all building and outdoor facility areas
- Provide benches, drinking fountains, dog waste stations, and trash and recycling receptacles in various areas of activity around the park.
- Covered, secured trash enclosures adjacent to all buildings with appropriate vehicular access for trash trucks.
- Wayfinding signage throughout the park to direct visitors to the various amenities
- Reconfigure and/or add public transit stops to allow buses and micro-transit to safely load and unload passengers outside of traffic lanes.
- Security cameras at all buildings
- Site wi-fi and broadcasting capabilities statewide

It is anticipated that the improvements will be funded via a combination of General Funds and municipal bonds. The current total project budget is \$100,000,000.

A. THE FOLLOWING PRESENTS THE SCOPE OF SERVICES

The Consultant shall provide experienced personnel, equipment, and facilities to perform all of the following tasks.

Initial Investigation

The Consultant will meet with the City to establish the initial key concerns and needs of the project. Sometimes it is discovered that the design and bid schedule is in jeopardy, other times the key concern is Contractor Prequalification. Yet other times, the primary concern is to establish a comprehensive and succinct budget. Whatever the most pressing issue might be, The Consultant will establish a key list of priorities, and engage in those tasks first. Typically, the Consultant finds that this initial assessment results in the immediate need for one or both of the following tasks:

- Establishing a refined project schedule
- Establishing a refined project budget

However, should the initial assessment phase unearth additional project needs, or if the City has a priority list already established, the Consultant will adjust their initial task items accordingly.

Identify Project Objectives

Once this initial assessment and resolution effort is achieved, the Consultant will then move toward establishing a standard protocol for the project team as a whole. The Consultant has found that clarity and consistency at the onset is the single most significant feature of establishing a successful project protocol. To achieve this level of clarity and consistency, the Consultant will first establish a clear understanding of City policies and protocols. With the Consultant’s extensive experience in the public sector, the Consultant is able to effectively mold their approach to the City and effectively become an extension of City staff. With this in mind, the Consultant will then establish protocols for all aspects of the project. Specifically, the Consultant will:

- Establish communication channels and policies.
- Oversee document strategies, specifically how information will be communicated to the field.
- Identify key challenges to the project.
- Establish and formalize action items for respective team members.
- Identify and reinforce key project objectives.

Together, with this two-part approach, the Consultant will effectively execute a comprehensive project assessment that will serve as the guiding principle moving forward. Once the initial assessment period is completed, the Consultant will then begin to employ the following aspects of the Consultant's approach.

In summary, the Consultant's approach can best be summarized with the following four aspects: Communication and Document Control, Schedule Management, Financial Controls, and Quality Assurance.

❖ COMMUNICATION & DOCUMENT CONTROL

Communication Protocols

Building on the project objectives identified in the initial assessment, the Consultant will then establish standardized communication protocols. These protocols will be critical in a construction project of this size and scope. Accordingly, the Consultant will establish a clear line of communication between the team members which will be utilized during the construction process. Working closely with the City, the Consultant will identify the proper channels for all communication between the field (contractors and inspectors) and the support team (design, engineering, and City) to establish seamless communication for the duration of the project.

Document Management

Key to this effort is the Consultant's approach to document controls. the Consultant employs the use of Submittal Exchange which is comprehensive, adaptable, straightforward, and easy to use. Essentially, the system works as follows:

- Once the project is initiated, the Submittal Exchange team will review project specifications and upload all submittal requirements.
- The Consultant's Construction Manager will then upload all team members.
- If used for design, the system can be easily adapted to carry all necessary documents, and document flow.
- Once under contract, the General Contractor will be integrated into the system. Specifications for inclusion in the bid documents will be provided requiring Contractor compliance.
- All RFIs, submittals, ASIs, CCDs, Deltas, Daily Reports, Project Photos, SWPPP reports, schedules, and closeout documents will receive a unique tab for cloud storage.
- All documents which require a review flow will receive associated links that clearly identify who is on task.

- Upon final closeout, all documents will be consolidated into a single digital file that is easily searchable for future need. All As-Builts, O&Ms and warranties will be included, as well as progress documentation.

By utilizing this cloud-based format, the Consultant is able to establish a single document portal that saves and manages all project documents. It additionally serves as a single source of document control providing clear and consistent communication to the field, ensuring comprehensive document coordination, protection against claims, accelerating the construction schedule by streamlining communications, and ultimately saving the project significant costs by eliminating printing and shipping.

For further information on Submittal Exchange see:

<http://www2.submittalexchange.com/public>

The Consultant shall provide a demonstration of the Submittal Exchange program to the City for its evaluation and potential use on the City Park Revitalization Project. If the City is satisfied with its performance and abilities, the City may choose to allow the use of Submittal Exchange. However, the City reserves the right to require the use of Procore for project management. In the event that the City desires the use of Procore, the City will arrange for licenses to be used for by the Consultant and the costs currently outlined in Exhibit "C" for Submittal Exchange shall be removed from the compensation for the Consultant.

❖ SCHEDULE MANAGEMENT

As with communication and document control, schedule management and efficient construction production relies on multiple factors, all of which the Consultant has an established protocol.

The Consultant will begin by producing a comprehensive master project schedule. This schedule will include all aspects of the project including but not limited to:

- Design iterations
- Design review times
- Permitting phases
- Contractor prequalification (if desired)
- Bidding
- Contracts and insurance
- Phases of construction
- City installations
- Utility connections
- City IT installations
- Punch list
- Commissioning
- Contingency

This initial schedule will serve as the basis for establishing the overall construction duration that will be incorporated into the bid documents. The Consultant will incorporate the input of all team members in that regard.

Once a Contractor is on board, the Consultant will require that they produce a comprehensive construction schedule that incorporates all the elements above that occur during construction, as well as demonstrate a clear and logical critical path. The Consultant's extensive construction experience will be able to determine if the Contractor has a good understanding of the project that is both realistic and achievable.

Phasing Analysis is also critical to a successful project schedule. Understanding the key components of the project, the City's concerns, neighborhood sentiment, traffic concerns, protection of existing facilities; all of these aspects will need to be considered and reviewed with respect to the schedule to ensure that the project can achieve all applicable objectives. The Consultant will then provide strict communication protocols to ensure answers to questions, reviews of submittals, submissions for deferred permits, and requests for inspections are processed in a timely and effective manner.

Corrective measures may need to be implemented, should the Contractor fall behind. As described above, the City and project as a whole suffers when the Contractor fails. Therefore, the Consultant will employ extensive field experience and construction understanding to provide solutions to schedule failures and to maintain the overall objectives of the project and protect the City's investment.

With these methods, the Consultant will be able to maintain the project schedule and expedite productivity as needed.

❖ **FINANCIAL CONTROLS**

Key to the success of any project are effective financial controls. The Consultant has extensive experience in financial controls and is uniquely qualified in employing said controls for the successful execution of public projects.

Change Management

Construction projects are inherently iterative operations. With multiple efforts, and coordination of tasks and efforts underway concurrently, managing the discovery and correct identification of changes is particularly challenging. Accordingly, the Consultant will review and address all possible changes in work in the following manner:

The first component in correctly addressing possible changes in scope and cost is to know what is and is not a real change. With the Consultant's extensive experience in public projects, they will perform a comprehensive analysis of the issue at hand and determine if a change has in fact occurred. Key to this is the detailed understanding of project documents, as well as an understanding of the initial program provided to the Contractor. The Consultant will go to great lengths to provide both insight in the final development of project documents, as well as a firm interpretation of those documents with regards to the Consultant analysis of the proposed change to protect the City's interests and budgetary expectations. Key to this analysis is the Consultant's enhanced understanding of contracts and scope as to best determine if issues are already covered under the existing scope.

If a change is in fact necessary, the Consultant will then seek to execute this change in a manner that results in a no-cost solution to the City. This may involve proposing materials and/or methods that are comparable in scope to the original intent, thus allowing for solutions that do not compromise quality, schedule, or cost.

If such an option is not possible, or if unforeseen conditions materialize that result in a true change to the cost of the project, the Consultant will then perform a detailed analysis of the best form of execution. This may take the form of a hard estimate for the proposed change, or if in fact a time and materials (T&M) execution is in the best interests of the project. Yet another option is to utilize a T&M / Not-to-Exceed method which allows for execution of a proposed change while placing a ceiling on the final costs of said change.

Finally, any change that is officially recognized will undergo a detailed examination of costs, including but not limited to: materials back-up, labor and labor rates analysis, detailed subcontractor back-up, time impacts, and a unit cost comparison based on industry trends.

Invoicing

The Consultant is keenly aware of the importance of maintaining financial controls over the invoicing process. Accordingly, the Consultant will establish a methodical approach to reviewing invoices specifically by executing the following:

- Establishing a detailed Schedule of Values the breaks out both labor and materials for each trade and spec section. Review all invoices for consistency with improvements installed in the field. Investigate the Contractor's payment policies to subcontractors to avoid issues of non-payment. Evaluate subcontractor performance to anticipate potential bankruptcies of subcontractors who are not adequately solvent to perform on the job.

Together, with these tools, the Consultant will be able to provide financial protection of the City to avoid production challenges, protect the City's resources against overpayment, and ensure a proper accounting of the health of the project.

Claim Mitigation & Avoidance

To avoid claims there are a few key principles the Consultant follows:

Clarity = enforceability: If the direction is clear, drawings and specifications are consistent, and direction to the field aligns with the project documents, then there is little-to-no chance of future claims.

When everyone succeeds, the City succeeds: Claims arise out of a need to mitigate against risk or loss. Avoiding risk for all parties lowers the likelihood of claims.

Commitment to Value: Despite the efforts above, sometimes things go awry. For example, a submittal may be submitted and approved incorrectly, a material specification can be discontinued and its replacement is three times the cost, or the drawings don't clearly identify the total scope of work. In instances such as these, clear commitment to value rules the process. In each of the instances listed above, the Consultant can navigate and resolve these issues in a manner that provides value to the City (i.e., with little or no cost increase) continued progress

(timely decisions that do not delay the schedule) and creative architectural solutions (maintaining the overall quality of the finished product). By having a balanced understanding of all the aspects of value to the project the Consultant can mitigate such conditions which often result in claims.

Clear Documentation and Legal Understanding: The key defense against claims include clear documentation and a comprehensive understanding of the contract and contract code. The Consultant employs elite construction management professionals that have extensive understanding in contracts and contract code and additionally utilizes a comprehensive document management system that ensures claims can be mitigated when unavoidable. A more detailed description of the Consultant document management system is provided below.

❖ **QUALITY CONTROL & OBSERVATION**

Regular Inspections

The Consultant's Construction Managers are inherently construction inspectors. By utilizing their keen understanding of all aspects of construction, the Consultant's Construction Manager will perform regular inspections of all aspects of the project on daily basis. The Consultant will review material deliveries, material types, installation methods, finished installations in comparison to contract documents, and construction code adherence.

Additionally, the Consultant will coordinate the timely execution of all specialty inspections including but limited to: geotechnical, building department, special inspections, and materials testing to ensure the City receives the highest level of quality and consistency with the plans and specifications as well as all standards and practices.

Photography & Technology

The Consultant employs the use of multiple forms of photography and technology to enforce the quality of the construction process. Accordingly, the Consultant will perform the following:

Record Existing Conditions: Before a Contractor begins construction, the Consultant will perform a detailed video surveillance of the entire site and the surrounding site to ensure there is not any damage to the existing infrastructure, as well as to mitigate against any potential future claims.

Daily Photography: The Consultant will photograph the progress of the job on a daily basis. This will serve as a record of the project throughout the duration of the job, as well as serve as a vehicle for resolving issues.

Bluebeam Technology: The Consultant employs the use of Bluebeam technology to facilitate the communication of challenges in the field for quick resolution and documentation.

BIM Technology: The Consultant has extensive experience in the deployment and management of Building Information Modeling and is able to adequately identify and resolve issues that are discovered through this medium.

Field Observation Reports

On a weekly basis, the Consultant will employ the use of their Field Observation Report. Typically updated and presented at the weekly meeting, the Consultant will track all issues, and observations, identified by the CM as well as the project team as a whole (design team, City, operations staff etc.) and track them on this log. The log will identify the issue, the date it was observed, a photograph of the issue, and a resolution description once the item has been closed. In effect this log serves as a running punch list of all issues identified, and thereby addresses these issues in a timely manner.

TASK 1: PRECONSTRUCTION PHASE

Constructability Review

During the design process, the Consultant will perform extensive constructability reviews at the 60% and 90% design milestones. the Consultant will evaluate key aspects of the design with each review, with a particular attention paid to those items that can result in added cost, extended time, or compromised value.

At each stage of design, the documents reveal different characteristics, which the Consultant will be evaluating. During the Concept and Schematic Design phase, the Consultant's 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, the Consultant will drill down into the project's critical details and look for apparent discrepancies such as missing call-outs, flawed notes, and other items. the Consultant's 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 the Consultant reviews is in their 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 the Consultant's hands-on field experience allows the Consultant to produce the highest quality of constructability reviews.

Preconstruction Scope Enhancements: In addition to the scope described in the RFP, the Consultant offers the following scope enhancements which the Consultant believes will bring added value to the City and success to the project overall.

Project Budgeting

Given the Consultant's experience delivering turnkey public development projects, where the Consultant is responsible to finance the project, the Consultant has the ability to provide the City with comprehensive budgeting tools that will allow the project to benefit from a comprehensive Master Budget. Not only the Consultant is able to provide construction cost estimates, but are also highly skilled at identifying unknown costs that must be incorporated into the project for its success.

Project Schedule

Schedule management and efficient construction production relies on multiple factors, all of which the Consultant has an established protocol. The Consultant will produce a comprehensive and detailed project schedule that anticipates and includes all key stages and activities of a project. This schedule will include, but is not limited to; design iterations, design review times, permitting phases, Contractor prequalification (if desired), bidding, contracts and insurance, phases of construction, Furniture, Fixtures and Equipment (FF&E) installations, utility connections, IT installations, punch list, commissioning, and schedule contingency. This schedule will include all aspects of the project including but not limited to: design iterations, design review times, permitting phases, Contractor prequalification (if desired), bidding, contracts and insurance, phases of construction, City installations, utility connections, IT installations, punch list, commissioning, and schedule contingency.

Cash Flow Analysis

Based on the Master Budget and Master Schedule described above, at the completion of each month, the Consultant is able to provide an updated cash flow analysis that captures the cost spent to date and a forecast for costs in the coming months.

Professional Consultants

Consistent with the Master Budget effort described above, the Consultant will take the lead in crafting the necessary documents and RFPs for any additional consultants that will be required for the project. The Consultant will do this in close coordination with the City's procurement policies and procedures.

Temporary Facilities Coordination

Similarly, should the City require temporary facilities during construction, the Consultant will work closely with City staff to identify and manage temporary facility solutions to allow for staff to continue serving the community uninterrupted during construction. This may take a variety of forms, including existing assets the City may own, or in the design and construction of an office trailer compound should it be needed.

Storm Water Pollution Prevention Plan (SWPPP) Review

The Consultant has a great deal of experience managing and reviewing Storm Water Pollution and Prevention Plans (SWPPP). The Consultant will bring this experience to bear for this project. This will involve reviewing the erosion control plan, BMPs required, and pay close attention to any dewatering requirements that will likely be implemented. The Consultant's team will provide comments and insight to ensure the bidders possess the proper understanding of the full scope of SWPPP requirements.

Public Relations Support

In addition to reaching out and communicating with the Contractor community, the Consultant recognizes that a project is only as successful as it is perceived as successful by the constituents it serves. For this reason, the Consultant takes public relations very seriously and can provide a variety of tools to assist the City in managing communications and public outreach. Some of those

tools include website content, social media content, monthly reports the celebrate project milestones and looks ahead to future work.

Addenda Review

While the project is out to bid the Consultant will serve as the primary contact for all bidder questions and will review all addenda prior to issuance to ensure there is no significant impact to the project cost and schedule. The Consultant will also work closely with the Design team to response to all bid RFIs and substitution requests to ensure the bidders are provided actionable information that allows for more responsive bids.

Bid Review & Evaluation

Once the bids come in, the Consultant team will review each bid package to confirm it is responsive to the bid instructions and confirm the bidders are both responsive and responsible. This will include all necessary acknowledgments, bid forms, bid analysis, and evaluation to confirm the low bidder represents the lowest responsive bidder. The Consultant will then assist the City in drafting a bid summary report and make recommendations for award in a formal staff report for City Council award.

Rebidding

Should it be necessary to rebid the project, the Consultant will oversee the rebidding process and the necessary adjustments to the bid documents to resolve potential issues that lead to the rebidding and ensure the new bids meet the City requirements consistent with the State Public Contract Code.

TASK 2: CONSTRUCTION PHASE

Pre-Construction Conference

The Consultant will schedule, host, and prepare an agenda for a pre-construction meeting. This meeting will include discussion related to, but not limited to: contract status, insurance, preliminary submittals, notice to proceed, site mobilization, communication protocols, inspections notifications, utility coordination, public outreach, City updates, and any other topic specific to the project to ensure the team proceeds in a manner that achieves the City's best interests.

Contract Administration

It will be critical that the Contractor be managed closely as it pertains to site utilization, fencing, entrances, SWPPP, and all temporary facilities for the proper execution of the work. The Consultant will work closely the City and the design team to produce and enforce a comprehensive site utilization plan that incorporates all these features and allows for the efficient production and placement of work.

Meetings

The Consultant will schedule, host, and prepare an agenda for a pre-construction meeting. This meeting will include discussion related to, but not limited to: contract status, insurance, preliminary submittals, notice to proceed, site mobilization, communication protocols, inspections notifications, utility coordination, public outreach, City updates, and any other topic specific to the

project to ensure the team proceeds in a manner that achieves the City's best interests. As needs arise, The Consultant will take a proactive approach to proactively mitigate issues prior to them becoming critical.

Community Outreach Support

The Consultant will support the City in its community outreach by producing the necessary content and photographic material needed to adequately communicate with the surrounding community. The Consultant also strongly recommends the City establish a 24-hour hotline where any member of the community can leave a message and the Consultant's Construction Manager will reply within 24 hours. If the community feels heard and their concerns taken seriously they can become champions of the project, even if its implementation may be an inconvenience. The Consultant will bring these solutions to bear for a successful campaign.

SWPPP

The Consultant's team of Construction Managers and inspectors will oversee and monitor the Contractor's effort in their role as the Qualified Stormwater Practitioner. The Consultant will regularly check all documentation to ensure the records are complete and compliant with State requirements.

Construction Site Access

It will be critical that the Contractor establish a coherent site utilization plan, traffic control management plan, delivery access routes, temporary facilities, and construction trailer layout plan. The Consultant will produce a preliminary plan that captures these elements for inclusion in the project specifications which will guide the Contractor's plans while not dictating means and methods.

Submittal Procedures

The Consultant will proactively manage the submittal process to ensure the submittal log is incorporated into the selected construction management program, either Procore or Submittal Exchange, for team use. This process will utilize a numeric system that allows for quick search and identification of the sought-after documents. The system will be updated regularly and coordinated with the Contractor to ensure all documents are received and processed correctly. The Consultant's team will regularly expedite the submittal review process to ensure the timely distribution of submittals to avoid delays or Contractor claims. Upon review by the Design Team, The Consultant will concurrently review the Design Team's comments to ensure no additional scope or time is added to the scope of work for the Contractor. Should the Consultant find such triggers, The Consultant will hold the submittal for further review until a determination can be made as to whether another solution is available that does not impact the budget or schedule.

Submittal Coordination

As described above, the Consultant will perform and oversee all the necessary submittal coordination to keep the project moving smoothly and efficiently.

Requests for Information (RFI) Coordination

Concurrent with establishing Submittal Procedures, the City's desired cloud-based document management system will allow for the full coordination of all RFIs. The Consultant will review each RFI for completion and review each answer to ensure the design response does not add cost or scope to the project. Should the Consultant discover that the answer does trigger a change, the Consultant will work closely with the City and the Design team to modify the response to mitigate any potential unnecessary changes to the project.

Quality Assurance

The Consultant employs a robust quality assurance program that is project-specific and ensures the project is constructed per the plans and specifications and provides the highest value to the City. All quality assurance activities will be documented utilizing the appropriate format, including, but not limited to, issues logs, photographs, inspection records, RFIs, approved submittals, corrective work logs, and other electronic and verbal communications.

Third-Party Construction Coordination

The Consultant will work closely with all agencies having jurisdiction along with the utilities involved to ensure the installations of these specialty systems are coordinated with the activities in the field and to maintain an efficient production of work. This coordination will be done in concert with the Contractors efforts in the field and the City staff requirements as they may arise.

Material Submittal Review & Material Verification

As materials are delivered to the site the Consultant's inspections team will evaluate the delivery, confirm it is consistent with the plans, specifications, and approved submittals to ensure the project receives the materials specified.

Construction Observation / Inspection of Work Product

The Consultant will employ the weekly use of their Field Observation Report. Typically updated and presented at the weekly meeting, the Consultant will track all issues, and observations, identified by the CM as well as the project team as a whole and track them on this log. The log will identify the issue, the date it was observed, a photograph of the issue, and a resolution description once the item has been closed. In effect this log serves as a running punch list of all issues identified, and thereby addresses these issues in a timely manner.

Non-Conforming Work

All non-conforming work will be identified, and the Contractor notified of the element that is non-conforming, reference the contract documents which support that conclusion, and will be tracked for corrective action until resolved.

Exercise of Contract Prerogatives

As with all construction projects, the City has certain prerogatives embedded within the contract that allows for certain unilateral actions. These include but are not limited to; unilateral change orders, notices of delay, correction notices, default notices, notices to correct schedule, and other

similar communications. The Consultant is well versed in all said prerogatives and will advise the City on their proper and effective implementation for the good of the City and the success of the project.

Endorsements of Insurance: Performance & Payment Bonds

It will be critical to verify and ensure that all insurance documentation and endorsements are in hand and properly maintained. This will include all bonds and notices to and from any surety involved in the project.

Progress Review

The Consultant's field staff will track daily activities on the project, and will log weather, site conditions, field personnel, equipment and activities in the field to ensure proper documentation of the project occurs. This will be done in concert with the Contractor's daily reports to ensure a comprehensive log.

Maintain On-Site Records

The Consultant will employ the use of a cloud-based document management system for all project document controls. By utilizing a cloud-based format, The Consultant is able to establish a single document portal that saves and manages all project documents. Utilizing a cloud-based system, either Procore or Submittal Exchange, as a single source of document control provides clear and consistent communication to the field, ensures comprehensive document coordination, protects against claims, accelerates the construction schedule by streamlining communications, and ultimately saves the entire project significant costs by eliminating printing and shipping, and improves efficiency.

Schedule of Values & Processing Payments

The Consultant will provide and maintain a comprehensive cost control system that tracks and manages all costs related to the project. This cost control system will be updated regularly, which will result in a variety of cost reports for the City's review. These reports will include but are not limited to; costs to date, change orders to date, contingency usage, invoicing, and back-charges. Should adjustments be required to monthly payment applications, The Consultant will meet with the Contractor to review, correct errors, and oversee the revision to the pay application prior to submission to the City for processing.

Change Management

Construction projects are inherently iterative operations. With multiple coordination efforts underway concurrently, managing the discovery and correct identification of changes is particularly challenging. Accordingly, the Consultant will review and address all possible changes and in so doing will; establish PCO numbering system, evaluate change order merit, perform change order negotiation, and then track changes to ensure they are completed for the price stipulated. Finally, any change that is officially recognized will undergo a detailed examination of costs, including but not limited to: materials backup, labor analysis, labor rate analysis, detailed Subcontractor backup, time impacts, and a unit cost comparison based on industry trends.

Contractor Claims

The Consultant's team will work proactively to avoid Contractor claims. The Consultant will seek to avoid claims to begin with, by addressing potential disputes early and seek to resolve them. Should this be untenable, the Consultant will then perform all the necessary document review to establish the City's position and ensure a robust defensive posture. Should negotiations be implemented, the Consultant will serve the City's interests by providing their expertise to resolve the claim in a manner that preserves the City's interests.

Monthly Progress Reports

Each month the Consultant's team will produce a monthly report that captures the progress accomplished in the preceding month, the anticipated activities and how they might impact the surrounding community, a schedule update and a budget update.

FF&E & Low Voltage Installation Coordination

Key to the success of the project will be the close coordination of all non-contractor installations. This could include, low voltage, access controls, audio visual installation, computers and furniture. The Consultant will coordinate with the City and its vendors along with the Contractor to ensure a seamless installation effort.

Training Sessions

All training sessions will be recorded and will be coordinated with the appropriate parties to ensure the City has a full understanding of the systems used and the operation thereof. Prior to any final inspections and continuous throughout, the Consultant will perform a pre-final inspection to ensure the project is complete and the facility is ready for the final inspection. The Consultant will perform a final inspection once the punch list is complete.

Accounting Records

Building upon the Master Budget developed during pre-construction, the Consultant's team will update this budget and account for costs to date to give the City a real time snapshot of the financial health of the project on an ongoing basis.

Permits

All permits will be tracked and closed out in close coordination with the Contractor who will be the responsible party for their execution. The Consultant will work closely with the City to ensure that effort is accomplished expeditiously.

Initial Start Up and Testing

It will be critical that the City bring on its Commissioning (Cx) agent early in the project as this effort begins at the time of developing the design development specifications. The Consultant will work closely with the City to establish these specifications, 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.

Relocation

Once the Contractor has vacated the buildings, the Consultant will work closely with the City for the installation of FF&E. This will be done in coordination with the furniture vendors and installers and will require close coordination with all stakeholders and future occupants. Given the size of this project, the Consultant team recommends using an expert moving specialist who can coordinate and oversee the nuances of all installations to a level that allows for maximum efficiency.

User Training

As mentioned above, all training sessions will be scheduled and recorded for City use in the future.

Punch Lists

The Consultant will coordinate the final punch walk of the project to ensure all improvements are per the plans and specifications. The Consultant will also oversee the following punch walks to confirm corrective action is resolved. Once completed, The Consultant will issue a comprehensive punch list for completion by the contractor. The Consultant will oversee the completion of these items and ensure that all deficiencies and corrections are completed to the satisfaction of the City.

Project As-Builts, Close Out & Warranties

Once the project is complete, the Consultant's team will review the Contractor's as-built drawings, which will have been updated regularly throughout the life of the project, identify what is missing and require it be provided, review the Contractor's "as-constructed" conditions, resolve apparent discrepancies, and submit an "As-Constructed" set of plans to the City for posterity and future reference. The Consultant will work closely with the Contractor and the City to ensure the specifications for turnover and the provision required therein are provided. The Consultant will review all turnover items to ensure they are complete and are actionable for future use and reference by the City's maintenance.

Final Claims Releases

At the completion of the project, any outstanding change orders, issues resolution, claims will be chaired and negotiated in accordance with the City. The Consultant will represent the City's interest and make recommendations for resolution.

Final Project Report & Payment

Once the project is complete, the Consultant's team will produce a Notice of Substantial Completion for issuance to the Contractor and will produce a subsequent final report for the City that captures and resolves all outstanding issues.

User Complaints

Should user complaints arise, the Consultant's 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, the Consultant will coordinate and oversee a warranty inspection walk with the contractor to ensure all outstanding issues are resolved.

QUALITY ASSURANCE METHODS

The Consultant employs a robust quality assurance program that is project specific and ensures the project is construction per the plans and specifications and provides the highest value to the City. This is achieved utilizing the following tasks:

COORDINATE TESTING & INSPECTIONS

The Consultant has teamed with Geocon West to provide Materials Testing & Inspection, as well as HAZMAT Inspections. Through this teaming approach, The Consultant will coordinate the delivery of testing and inspections as required by the plans and specifications, specifically as it pertains to the criteria listed in the Structural notes. In doing so, The Consultant and Geocon West will work closely with the Contractor to ensure that work is ready for inspection in the field, failed inspections are documented and communicated to the field, and when necessary remediation measures enforced such that all failed inspections are rectified.

DAILY QA/QC ACTIVITIES

In addition to the Special Inspections, the Consultant will perform daily inspections of all work performed in the field to ensure the installations are performed in a manner that achieves the necessary standards and requirements of the project. This will involve walking the site continuously, photographing work as it happens, preparing a daily field report that identifies crew sizes, equipment used, efforts undertaken, deliveries received, and inspections performed.

QUALITY ASSURANCE DOCUMENTATION

All quality assurance activities will be documented utilizing the appropriate format including, but not limited to; issues logs, photographs, inspection records, RFIs, approved submittals, corrective work logs, and other electronic and verbal communications.

QUALITY ASSURANCE INSPECTIONS

Full Time Inspections

The Consultant's team will perform daily inspections of all activities in the field.

Vehicular Traffic Controls

The Consultant will require the Contractor to prepare and submit a site utilization plan that addresses deliveries, equipment, and vehicles on the project site, and will enforce those requirements on a daily basis. Should it be necessary, the Consultant will take photographs of the infractions related to vehicular safety and will report those findings to the Contractor for remediation.

Quality Assurance Personnel & Meetings

The Consultant will incorporate the quality assurance personnel in the weekly OAC meetings to ensure that all observations in the field, both in quality and in safety, are discussed and documented.

Special Inspections Oversight

Integral to the quality assurance of the project will be the regular engagement and coordination with the Special Inspections and Testing agent to ensure there is a coordinated effort to ensure the City receives a project of the highest quality.

Coordination with Consulting Engineer

Throughout the course of inspecting the installations in the field, the Consultant will coordinate with the appropriate engineer or authority as needed. This will include coordination with the engineer of record, architect, structural engineer, mechanical engineer, commissioning agent, facilities management, IT, and other consultants and engineers as needed.

Documentation of Workmanship

In the Consultant's role providing quality assurance, the Consultant will not only inspect the installations, but will observe and verify the materials used to ensure the installations in the field meet the criteria as detailed in the plans, specifications, submittals, shop drawings, mock up, and standard material specifications called for in the documents.

Review Corrective Work Items

As mentioned above, should corrective measures be required, the Consultant's team will issue correction notices and will review those determinations with the City and any engineer having jurisdiction over that installation.

Contemporaneous Punch List

As part of the Consultant's approach, the Consultant will maintain a continuous punch list of items that require modification, clean up, touch up, rework, and reinstallation. These items will be generated using the Consultant standardized Field Observation Report which will capture the comments and observations of all the team members on a weekly basis. Any field walk, which typically would occur after the weekly OAC meeting, will result in a series of photographs and comments from the engineer observing, and will be captured in a running log which will document the issue and its resolution. This will be done in an effort to arrive at the completion of the project with a limited punch list that can be efficiently addressed without undue delay to the project.

Inspections of Other Jurisdictions

This project will involve multiple stakeholders including servicing utilities, building department, planning, IT, environmental, and a variety of jurisdictions that are empowered to inspect and approve the project. The Consultant will work closely with these entities to ensure their scope of concern is appropriately facilitated.

Corrective Notices

The Consultant will issue correction notices using the Consultant's standardized form as and when required, and will oversee the resolution of the same.

Monitor SWPPP

The Consultant will manage the Contractor to ensure a Qualified Servicing Practitioner is properly registered with the State and will observe the installations to ensure Best Management Practices are properly utilized and installed.

Review of Submittals

In addition to coordinating the distribution of the submittals, The Consultant will also review the submittals to ensure they are complete and adequate for the material or system in question. Should submittals be misnumbered, vague, incomplete, or overly bifurcated, the Consultant will direct the Contractor to revise the submittal prior to forwarding it to the design team for review.

Review of RFIs

In addition to coordinating the distribution of RFIs, the Consultant will review each to ensure the question is understandable, not frivolous, is not answerable by reading the project documents, and is not structured in such a way as to invite change orders or delay claims. Similarly, the Consultant will review the answers to RFIs to ensure the same.

Testing Results

All testing results will be documented and logged. Such tests will include, but are not limited to: break tests, pull tests, density tests, asphalt nuke tests, repair inspections, masonry inspections, and other such tests that may be required in the documents.

Daily Extra Work Tickets

Should the Contractor be directed to perform change order work on a Time and Materials basis, the Consultant will closely monitor those effort to ensure that the time tickets accurately reflect the actual time and materials spent. These tickets will at minimum include: time, classifications, rates, materials, equipment, mark up, taxes, and any other elements integral to the work. These tickets will be received and reviewed on a daily basis.

Daily Inspection Reports

All quality assurance inspections will be accompanied by a daily inspection report that adequately captures the activities in the field, including but not limited to; prior coordination and agreement with the City, workforce, materials, equipment, summary of activities, issues, disputes, claims, resolutions and directions given.

Comprehensive Photo Documentation

As mentioned above, the Consultant can employ the use of field surveillance technology (webcam integration) to provide an enhance level of photo documentation above and beyond typical

photography. Nonetheless, in addition to this custom service, the Consultant will produce daily field photography and will collate those photographs into a shared cloud based system for easy access and later review.

Mitigation Measures Requirements

Inherent with the project, a vital element will be the enforcement of any and all mitigation measures required by California Environmental Quality Act (CEQA) and other permits having jurisdiction. The Consultant will review these documents with the Contractor before hand, and will monitor their implementation per the project documents. These measures will include; biological measures, water quality measures, air quality measures, traffic measures, and any other requirements detailed in the documents.

Punch List & Substantial Completion

The Consultant will oversee the punch list effort and will do so in a manner that ensures comprehensive documentation, appropriate accountability, and will organize the effort in a manner that includes all team members required.

Red Line Drawings

Throughout the duration of the project, the Consultant will maintain a continuous red line set of documents, and will require the Contractor to send each subcontractor to red line the same set of drawings. This will ensure that a single set of plans are kept and maintained and will mitigate the dissemination of varying documents that may be incomplete, inconsistent, or redundant.

DELIVERABLES

The Consultant is able to provide the following list of items should they be required by the City.

- Master Schedule
- Master Budget
- Forecasted Project Cashflow
- Constructability Review
- Front End Specification Review & Mark-Ups
- Contractor Prequalification Questionnaire
- Contract Prequalification Scoring Matrix
- Interested Parties List
- Contractor Bid RFIs Tracking Log
- Contractor Bid Analysis
- Prebid Meeting Agenda & Sign-In
- Preconstruction Agenda & Minutes
- Weekly Meeting Minutes
- Weekly Statement of Working Days
- Contractor Schedule Analysis Mark Ups
- RFI Log
- Submittal Log
- Deferred Submittal Tracking Log

- Field Observation Report
- Daily Inspection Report
- Weekly Progress Report
- Monthly Progress Report
- Public Communications Content (As-Needed)
- Change Order Log
- Change Order Review & Mark Ups
- Master Budget Updates
- Notice of Non-Compliance
- Time Impact Analysis Report
- Site Utilization Plan
- Site Phasing Plan
- Punch List
- Warranty Corrections List
- Notice of Substantial Completion
- Notice of Final Completion

In addition to the above-described Consultant's Scope of Work, the Consultant is partnering with the following subconsultants to provide the following services on this Project:

Geocon West – Special Inspections & Testing / HAZMAT, will provide geotechnical inspections, special inspections and testing, and hazmat abatement observation.

GKK Squared – Safety Officer, will provide enhanced safety enforcement. Though the ultimate responsibility for safety is the Contractor and its subcontractors, GKK squared is prepared to review their safety plan, attend weekly safety briefings, and perform a weekly safety inspection to ensure the Contractor's safety plan is well executed.

The Solis Group (TSG) – Labor Compliance, will provide labor compliance and certified payroll services for the project. This scope will include, advising all contractors of labor compliance requirements, compliance monitoring of certified payroll and verification of the same, conduct field interviews, and compliance enforcement. These services will be performed on a monthly basis and assume a 33-month construction schedule.

LABOR COMPLIANCE

TSG will ensure compliance with Federal Davis-Bacon and State Prevailing Wage requirements. We will enforce the highest wage between Davis-Bacon Prevailing Wages and California State Prevailing Wages, as determined by the California Department of Industrial Relations and Division of Labor Statistics and Research. TSG scope of work includes the following tasks.

Advise Contractors of All Labor Compliance Requirements

TSG will conduct the following activities related to pre-construction activities:

- Inform the contractor(s), via pre-bid and/or pre-construction meetings of the California Labor Code and Federal Davis-Bacon requirements, including:
 - Payment of prevailing wages

- Fringe Benefit Statement submittal
 - Use of apprenticeships
 - Required submittals (Certified Payroll Records and related documents, Apprenticeship program participation forms (DAS-140 and CAC-2)
 - Non-Discrimination in Employment Practices
 - Placement of required posters
 - Anti-kickback provisions
 - Subcontractor listing requirements
 - Licensing requirements
 - Unfair Competition Requirements
 - Worker's Compensation Insurance requirements
 - Penalties
- Provide the contractor(s) with the applicable prevailing wage determination(s) for the project.
 - Provide the contractor(s) with appropriate blank forms, document submittal schedule and checklist for submitting applicable documents.
 - Provide technical assistance to the contractor(s) and awarding body, including contact telephone number for contractors to call for assistance and dedicated email address where contractors and staff can send or request information.

Compliance Monitoring

TSG will conduct the following activities related to monitoring and enforcement of prevailing wages and apprenticeship requirements:

- TSG will receive, securely store, review and audit Certified Payroll Records (CPR's), Fringe Benefit Statements, Trustee Reports, DAS-140 and CAC-2, and related documents
- Verify payments by conducting regular and timely spot audits and, when necessary complete audits, of compliance documents and cross check the information with related documents
- Request supporting documents including: Inspector Logs, Job Logs, timesheets, sign-in sheets (when available), and contact Trust Funds (if applicable), when required
- Conduct interviews of workers in such frequency as may be necessary to assure compliance. This information will be crosschecked against the CPR's and related documents.
- Verify that all apprentices have been properly registered (or certified) in an apprenticeship program registered with the Bureau of Apprenticeship and Training, or with a State Apprenticeship Program recognized by the Bureau.
- Verify that all apprenticeships in possession of a formal certification are registered in an approved program. Verification shall be made with the United States Department of Labor, Employment and Training Administration.

Compliance Enforcement

The following enforcement activities will be conducted by TSG:

- Monthly notification of missing or delinquent documents and corrective actions through the use of a Delinquent Documents Form to both the contractor and awarding body

- Notification of wages and penalties due through the use of a Prevailing Wages Audit Worksheet
 - When documents are not received, TSG will inform the awarding body of recommended penalty-related contract amounts to be withheld for contractor(s) failure to submit timely documents Provide copies of all related correspondence and notifications to the awarding body
- Notification to the contractor(s) of Right to Obtain a Review of Assessment and/or conduct Settlement Meeting
- Collect and distribute wage restitutions to affected employees
- Notify awarding body of underpayment amounts and recommended assessment of liquidated damages and penalties to be withheld
- Provide a final summary at end of project of items due

It is TSG's practice to communicate with contractors and owners regarding apparent or potential violations of the California Labor Code, to ensure that contractors are aware of the requirements and have an opportunity to promptly and voluntarily resolve any issues. If issues are not promptly and voluntarily resolved and a determination of a Labor Code violation is reached, penalty assessment is recommended in accordance with Labor Code requirements.

Coordination activities with public and private agencies, and the awarding body

Potential project participants (auditors, interested parties) with whom TSG will coordinate include the following:

- U.S. Department of Labor
- California Department of Industrial Relations
- California Division of Labor Standards Enforcement
- Division of Apprenticeship Standards
- Joint Labor-Management Committees established pursuant to the federal Labor Management Cooperation Act of 1978, such as the Center for Contract Compliance

Coordination activities include:

- Provide copies of compliance and enforce action notices and correspondence to the awarding body
- Respond to inquiries and request for copies of documents such as Certified Payroll Records. Copies of such records will be redacted according to the California Labor Code before release
- Coordinate investigations and enforcement actions (e.g., California Labor Commissioner)
- Coordinate enforcement actions and Settlement Meetings with the awarding body's legal Counsel

Provide Required Reports

TSG will provide the following reports:

- A Monthly Activity Report that will include the following:
 - An Executive Summary for the reporting period
 - Identification of enforcement activities taken and results
 - Restitution wages, penalties and liquidated damages assessed and collected

- A matrix identifying current issues and their status
- List of projects monitored
- Project Closeout Report, composed of the elements included in the Monthly Report, and including items that may be due but do not affect the completion of the project

The following databases will be maintained and provided with the reports

- A database of employees interviewed and findings, wage restitutions, and liquidated damages assessed and collected

TSG will provide support, as necessary, to assist in fulfilling state and federal reporting requirements.

**EXHIBIT “B”
SCHEDULE OF SERVICES**

Consultant shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by City’s Representative.

Preconstruction: June 2024 through February 2025 (9 months)

Construction & Closeout: March 2025 through June 2028 (39 months)

[CONSULTANT’S PROJECT SCHEDULE ON NEXT 2 PAGES]

**EXHIBIT “C”
COMPENSATION**

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

CONSULTANT RATES:

Title	2024	2025	2026	2027	2028
CEO	\$275	\$290	\$305	\$315	\$328
CFO	\$266	\$280	\$295	\$304	\$316
President	\$266	\$280	\$295	\$304	\$316
Principal In Charge	\$257	\$270	\$285	\$295	\$307
Project Executive	\$252	\$265	\$280	\$290	\$302
Predevelopment Manager	\$252	\$265	\$280	\$290	\$302
Sr. Program & Construction Manager	\$238	\$252	\$265	\$290	\$302
Program & Construction Manager	\$227	\$240	\$252	\$275	\$286
Inspector	\$219	\$228	\$238	\$247	\$257
Sr. Program Analyst	\$219	\$228	\$238	\$247	\$257
Estimator	\$219	\$228	\$238	\$247	\$257
Program Analyst	\$215	\$225	\$236	\$245	\$255
Accounting	\$210	\$220	\$231	\$240	\$250

Compensation Breakdown for the Construction Management Services for the City Park Revitalization Project

Owner’s Representative & Project Management Services:	\$ 3,279,652
Reimbursable Expenses:	\$ 1,005,348
TOTAL:	\$ 4,285,000

[CONSULTANT FEE SUMMARIES ON THE NEXT 2 PAGES]

Item No.	PROJECT PHASE	PRESIDENT Jon Hughes \$260/hr.*	PRINCIPAL IN CHARGE Robert Godfrey \$257/hr.*	PROJECT EXECUTIVE Robert Echavarria \$252/hr.*	CONSTRUCTION MANAGER Lance Salomon (Alt. Tim Shaw) \$238/hr.*	INSPECTOR Cody Roth \$219/hr.*	TOTALS
Griffin Structures acknowledges and accepts the scope as described in the RFP and further refined below							
1	PHASE 1: PRECONSTRUCTION & PROCUREMENT	32	64	120	140	140	486,550
1.1	Constructability Reviews (60% and 90% Design)	Incl	Incl	Incl	Incl	Incl	
1.2	Project Budgeting	Incl	Incl	Incl	Incl	Incl	
1.3	Project Schedule	Incl	Incl	Incl	Incl	Incl	
1.4	Cash Flow Analysis	Incl	Incl	Incl	Incl	Incl	
1.5	Professional Consultants	Incl	Incl	Incl	Incl	Incl	
1.6	Temporary Facilities Coordination	Incl	Incl	Incl	Incl	Incl	
1.7	Storm Water Prevention Plan Review	Incl	Incl	Incl	Incl	Incl	
1.8	Public Relations Support	Incl	Incl	Incl	Incl	Incl	
1.9	Addenda Review	Incl	Incl	Incl	Incl	Incl	
1.10	Bid Review and Evaluation	Incl	Incl	Incl	Incl	Incl	
1.11	Rebidding	Incl	Incl	Incl	Incl	Incl	
2	PHASE 2: CONSTRUCTION & CLOSEOUT	132	266	660	5676	5676	2,793,102
2.1	Pre-Construction Conference	Incl	Incl	Incl	Incl	Incl	
2.2	Contract Administration	Incl	Incl	Incl	Incl	Incl	
2.3	Meetings	Incl	Incl	Incl	Incl	Incl	
2.4	Community Outreach Support	Incl	Incl	Incl	Incl	Incl	
2.5	Storm Water Pollution Prevention Plan	Incl	Incl	Incl	Incl	Incl	
2.6	Construction Site Access	Incl	Incl	Incl	Incl	Incl	
2.7	Submittal Procedures	Incl	Incl	Incl	Incl	Incl	
2.8	Submittal Coordination	Incl	Incl	Incl	Incl	Incl	
2.9	Requests for Information	Incl	Incl	Incl	Incl	Incl	
2.10	Quality Assurance	Incl	Incl	Incl	Incl	Incl	
2.11	Third Party Construction Coordination	Incl	Incl	Incl	Incl	Incl	
2.12	Material Submittal Review & Material Verification	Incl	Incl	Incl	Incl	Incl	
2.13	Construction Observation and Inspection of Work Product	Incl	Incl	Incl	Incl	Incl	
2.14	Non-Conforming Work	Incl	Incl	Incl	Incl	Incl	
2.15	Exercise of Contract Prerogatives	Incl	Incl	Incl	Incl	Incl	
2.16	Endorsements of Insurance / P&P Bonds	Incl	Incl	Incl	Incl	Incl	
2.17	Progress Review	Incl	Incl	Incl	Incl	Incl	
2.18	Maintain On-Site Records	Incl	Incl	Incl	Incl	Incl	
2.19	Schedule of Values & Processing Payments	Incl	Incl	Incl	Incl	Incl	
2.20	Change Management	Incl	Incl	Incl	Incl	Incl	
2.21	Contractor Claims	Incl	Incl	Incl	Incl	Incl	
2.22	Monthly Progress Reports	Incl	Incl	Incl	Incl	Incl	
2.23	FB&E and Low Voltage Installation Coordination	Incl	Incl	Incl	Incl	Incl	
2.24	Training Sessions	Incl	Incl	Incl	Incl	Incl	
2.25	Accounting Records	Incl	Incl	Incl	Incl	Incl	
2.26	Permits	Incl	Incl	Incl	Incl	Incl	
2.27	Initial Start Up & Testing	Incl	Incl	Incl	Incl	Incl	
2.28	Relocation	Incl	Incl	Incl	Incl	Incl	
2.29	User Training	Incl	Incl	Incl	Incl	Incl	
2.30	Punch Lists	Incl	Incl	Incl	Incl	Incl	
2.31	Project As-Builts, Close Out & Warranties	Incl	Incl	Incl	Incl	Incl	
2.32	Final Claims Releases	Incl	Incl	Incl	Incl	Incl	
2.33	Final Project Report & Payment	Incl	Incl	Incl	Incl	Incl	
2.34	User Complaints	Incl	Incl	Incl	Incl	Incl	
2.35	Warranty Inspections	Incl	Incl	Incl	Incl	Incl	
	Total Hours	164	330	780	5816	5816	
	Subtotals	\$47,512	\$92,480	\$215,000	\$1,599,236	\$1,385,464	\$3,279,652
PROJECT / CONSTRUCTION MANAGEMENT TOTAL							
4	REIMBURSABLE COSTS						\$1,005,348
4.1	Insurance						\$32,348
4.2	Misc. Printing and Office Supplies						\$15,000
4.3	Submittal Exchange						\$45,000
	Special Inspections, Materials Testing, & Hazmat (Geocon)						\$630,000
	Safety Officer (GKK Squared)						\$165,000
	Labor Compliance (The Sells Group)						\$118,000
GRAND TOTAL							
							\$4,285,000

The Solis Group Standard Rate Schedule

TSG Standard Rate Schedule					
	2024	2025	2026	2027	2028
Principal	NC	NC	NC	NC	NC
VP/Ops	\$220	\$225	\$225	\$230	\$230
Senior Project Manager	\$185	\$190	\$190	\$195	\$195
Project Manager 2	\$174	\$179	\$179	\$184	\$184
Project Manager 1	\$149	\$154	\$154	\$159	\$159
Senior Analyst	\$122	\$126	\$126	\$130	\$130
Analyst	\$111	\$115	\$115	\$118	\$118
Site Interviewer	\$103	\$106	\$106	\$110	\$110

Certificate Of Completion

Envelope Id: 971F130DDBE342ED9A6E7643C1DF2F50	Status: Completed
Subject: Complete with DocuSign: Griffin Structures - Partially Executed.pdf	
Source Envelope:	
Document Pages: 47	Signatures: 4
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Tracy Martin
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	400 S Vicentia Ave
	Corona, CA 92882
	Tracy.Martin@CoronaCA.gov
	IP Address: 64.29.226.10


Record Tracking

Status: Original	Holder: Tracy Martin	Location: DocuSign
5/28/2024 10:17:34 AM	Tracy.Martin@CoronaCA.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Corona, CA	Location: DocuSign

Signer Events

Tracy Martin
tracy.martin@coronaca.gov
Senior Project Manager, City of Corona
City of Corona, CA
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

0F4DDBC75F5B46B...
Signature Adoption: Pre-selected Style
Using IP Address: 64.29.226.10

Timestamp

Sent: 5/28/2024 10:35:51 AM
Viewed: 5/28/2024 10:35:57 AM
Signed: 5/28/2024 10:36:05 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Rachel McLure
rachel.mclure@coronaca.gov
Security Level: Email, Account Authentication (None)

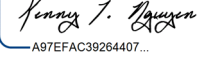
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Signature Adoption: Pre-selected Style
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Signed: 5/28/2024 10:39:08 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign


Kenny T. Nguyen
Kenny.Nguyen@coronaca.gov
CIP Manager
City of Corona
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 64.29.226.10

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Signed: 5/29/2024 4:31:26 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Savat Khamphou
Savat.Khamphou@Coronaca.gov
Public Works Director
City of Corona, CA
Security Level: Email, Account Authentication (None)

DocuSigned by:

CB312E179B8E463...
Signature Adoption: Pre-selected Style
Using IP Address: 64.29.226.10

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Signed: 5/29/2024 5:25:12 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Andrea Cisneros Andrea.Cisneros@Coronaca.gov Administrative Assistant City of Corona Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 5/29/2024 5:25:16 PM Viewed: 5/29/2024 5:26:14 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/28/2024 10:35:51 AM
Certified Delivered	Security Checked	5/29/2024 5:24:00 PM
Signing Complete	Security Checked	5/29/2024 5:25:12 PM
Completed	Security Checked	5/29/2024 5:25:16 PM

Payment Events	Status	Timestamps
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