

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH GRIFFIN STRUCTURES, INC.
(CONSTRUCTION MANAGEMENT & LABOR COMPLIANCE SERVICES – (FIRE
STATION NO. 2 REBUILD PROJECT, RFP 24-073AT)**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, _____ (“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 and Labor Compliance 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 Fire Station No. 2 Rebuild 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 and Labor Compliance consulting 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 _____ to June 30, 2027 (“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: Robert Godfrey, Vice President of Operations.

3.2.5 City's Representative. The City hereby designates Savat Khamphou, Public Works Director, 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 Robert Godfrey, Vice President of Operations, 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 sub-sections.

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.

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 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 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 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 MINIMUM.

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 Two Million Four-Hundred Five Thousand Dollars (\$2,405,000.00) ("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 involve federal funds or otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, the Consultant and its subconsultants shall comply with the higher of the state or federal prevailing wage rates, and the "Prevailing Wage Laws" shall be deemed to include such federal wages laws. 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 re-use 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, President

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.

3.6.18 Federal Provisions. When funding for the Services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH GRIFFIN STRUCTURES, INC.
(CONSTRUCTION MANAGEMENT & LABOR COMPLIANCE SERVICES – (FIRE
STATION NO. 2 REBUILD PROJECT, RFP 24-073AT)**

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

CITY OF CORONA

By: DocuSigned by:
Savat Khamphou
CB312E179B8E463...
Savat Khamphou
Public Works Director

Reviewed By: DocuSigned by:
Kenny T. Nguyen
A97EFAC39264407...
Kenny Nguyen
CIP Manager

Reviewed By: DocuSigned by:
Rachel McLure
8E03EDCD6C1D46F...
Rachel McLure
CIP Supervisor

Reviewed By: DocuSigned by:
Tracy Martin
0F4DBB675F5B46B...
Tracy Martin
Senior Project Manager

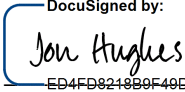
Reviewed By: DocuSigned by:
Scott Briggs
7EA1A220C1F949E...
Scott Briggs
Lead Purchasing Specialist

Attest: _____
Sylvia Edwards, City Clerk
City of Corona

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH GRIFFIN STRUCTURES, INC.
(CONSTRUCTION MANAGEMENT & LABOR COMPLIANCE SERVICES – (FIRE
STATION NO. 2 REBUILD PROJECT, RFP 24-073AT)

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**

TASK 1: PRE-CONSTRUCTION PHASE

Constructability Review

During the design process, the Consultant shall perform extensive constructability reviews of 90% of construction drawings. The Consultant shall evaluate key aspects of the design with each review, with particular attention paid to those items that can result in added cost, extended time, or compromised value.

In reviewing 90% Construction Documents, the Consultant shall 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 shall 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 reviews is in the 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 actionable. Utilizing this tool with our 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 shall include the following scope enhancements which shall 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 for financing the project, the Consultant shall provide the City with comprehensive budgeting tools that shall allow the project to benefit from a comprehensive Master Budget. The Consultant shall provide construction cost estimates and identify unknown costs that must be incorporated into the project for its success.

Project Schedule

Schedule management and efficient construction production rely on multiple factors; The Consultant shall establish protocol. The Consultant shall produce a comprehensive and detailed project schedule that anticipates and includes all key stages and activities of a project. This schedule shall include, but is not limited to; design iterations, design review times, permitting phases, Contractor prequalification (if desired), bidding, contracts and insurance, phases of construction, FF&E installations, utility connections, IT installations, punch list, commissioning, and schedule contingency. This schedule shall 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 shall provide an updated cash flow analysis that captures the cost spent to date and a forecast for costs in the coming months.

Professional Consultants (If-Needed)

Consistent with the Master Budget effort described above, the Consultant shall take the lead in crafting the necessary documents and RFPs for any additional consultants that shall be required for the project. The Consultant shall 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 shall 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 shall review the erosion control plan, BMPs required, and pay close attention to any dewatering requirements that shall likely be implemented. The Consultant shall provide comments and insight to ensure the bidders possess the proper understanding of the full scope of SWPPP requirements.

Public Relations Support

The Consultant shall 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 shall serve as the primary contact for all bidder questions and shall review all addenda prior to issuance to ensure there is no significant impact to the project cost and schedule. The Consultant shall work closely with the Design team to respond 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 shall review each bid package to confirm it is responsive to the bid instructions and confirm the bidders are both responsive and responsible. This shall include all necessary acknowledgments, bid forms, bid analysis, and evaluation to confirm the lowest bidder represents the lowest responsive bidder. The Consultant shall assist the City in drafting a bid summary report and make recommendations for the award in a formal staff report for the City Council award.

Rebidding

Should it be necessary to rebid the project, the Consultant shall 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 shall schedule, host, and prepare an agenda for a pre-construction meeting. This meeting shall include discussion related to, but not limited to: contract status, insurance, preliminary submittals, notice to proceed, site mobilization, communication protocols, inspection 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 shall 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 shall work closely with 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 shall schedule, host, and prepare an agenda for a pre-construction meeting. This meeting shall include discussion related to, but not limited to: contract status, insurance, preliminary submittals, notice to proceed, site mobilization, communication protocols, inspection 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 shall take a proactive approach to proactively mitigate issues prior to them becoming critical.

SWPPP

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

Construction Site Access

It shall 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 inclusive of access needed for the temporary fire personnel and equipment on site. The Consultant shall produce a preliminary plan that captures these elements for inclusion in the project specifications which shall guide the Contractor's plans while not dictating means and methods.

Submittal Procedures

The Consultant shall proactively manage the submittal process to ensure the submittal log is incorporated into the Submittal Exchange system for team use. This process shall utilize a numeric

system that allows for quick search and identification of the sought-after documents. The system shall be updated regularly and coordinated with the Contractor to ensure all documents are received and processed correctly. Our team shall 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 shall 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 shall 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 shall 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 Consultant's cloud-based document management system shall allow for the full coordination of all RFIs. The Consultant shall 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 shall 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 shall have 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 shall 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 shall 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 shall 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 inspection team shall evaluate the delivery and 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 shall employ the weekly use of our Field Observation Report. Typically updated and presented at the weekly meeting, the Consultant shall 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 shall 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 shall be identified, and the Contractor notified of the element that is non-conforming, reference the contract documents that support that conclusion, and shall 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 shall be well versed in all said prerogatives and shall advise the City in their proper and effective implementation for the good of the City and the success of the project.

Endorsements of Insurance: Performance & Payment Bonds

The Consultant shall verify and ensure that all insurance documentation and endorsements are in hand and properly maintained. This shall include all bonds and notices to and from any surety involved in the project.

Progress Review

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

Maintain On-Site Records

The Consultant shall use a cloud-based document management system called Submittal Exchange for all project document controls. This system is comprehensive, adaptable, and is straightforward and easy to use. By utilizing this cloud-based format, the Consultant shall establish a single document portal that saves and manages all project documents. Utilizing this cloud-based system 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. For further information on Submittal Exchange see: <http://www2.submittalexchange.com/public>

Schedule of Values & Processing Payments

The Consultant shall provide and maintain a comprehensive cost control system that tracks and manages all costs related to the project. This cost control system shall be updated regularly, which will result in a variety of cost reports for the City's review. These reports shall 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 shall 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 shall 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 shall work proactively to avoid Contractor claims. The Consultant shall seek to avoid claims to begin with, by addressing potential disputes early and seek to resolve them. Should this be untenable, the Consultant shall 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 shall serve the City's interests by providing expertise to resolve the claim in a manner that preserves the City's interests.

Monthly Progress Reports

Each month, the Consultant shall 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 project's success will be the close coordination of all non-contractor installations. This shall include low voltage, access controls, audiovisual installation, computers, and furniture. The Consultant shall coordinate with the City and its vendors, along with the Contractor, to ensure a seamless installation effort.

Training Sessions

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

Accounting Records

Building upon the Master Budget developed during pre-construction, the Consultant shall 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 shall be tracked and closed out in close coordination with the Contractor, who shall be responsible for their execution. The Consultant shall work closely with the City to ensure that the effort is accomplished expeditiously.

Initial Start-Up and Testing

It will be critical that the City bring on its Commissioning agent early in the project as this effort begins at the time of developing the design development specifications. The Consultant shall work closely with the City to establish these specifications, support the City in issuing an RFP, and shall 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 shall work closely with the City on the installation of FF&E. This shall be done in coordination with the furniture vendors and installers and shall require close coordination with the fire department.

User Training

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

Punch Lists

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

Project As-Built, Close Out & Warranties

Once the project is complete, the Consultant shall review the Contractor's as-built drawings, which shall 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 shall work closely with the Contractor and the City to ensure the specifications for turnover and the provisions required therein are provided. The Consultant shall review all turnover items to ensure they are complete and 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, and claims shall be chaired and negotiated in accordance with the City. Griffin will represent the City's interest and make recommendations for resolution.

Final Project Report & Payment

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

User Complaints

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

Quality Assurance Methods

The Consultant shall employ 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. This is achieved by utilizing the following tasks:

Coordinate Testing & Inspections

The Consultant teamed with Geocon West to provide Materials Testing & Inspection, as well as HAZMAT Inspections. Through this teaming approach, the Consultant shall 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 shall 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 are enforced such that all failed inspections are rectified.

Daily QA/QC Activities

In addition to the Special Inspections, the Consultant shall 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 shall involve walking the site continuously, photographing work as it happens, and 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 shall 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 shall perform daily inspections of all activities in the field.

Vehicular Traffic Controls

The Consultant shall require the Contractor to prepare and submit a site utilization plan that addresses deliveries, equipment, and vehicles on the project site, and shall enforce those requirements on a daily basis. Should it be necessary, the Consultant shall 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 shall incorporate the quality assurance personnel in the weekly OAC meetings to ensure that all observations in the field, both in quality and safety, are discussed and documented.

Special Inspections Oversight

Integral to the quality assurance of the project shall 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. The Consultant shall be responsible for the above tasks.

Coordination with Consulting Engineer

Throughout the course of inspecting the installations in the field, the Consultant shall coordinate with the appropriate engineer or authority as needed. This shall 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 our role providing quality assurance, the Consultant shall not only inspect the installations, but shall 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 shall issue correction notices and shall 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 shall maintain a continuous punch list of items that require modification, clean-up, touch-up, rework, and reinstallation. These items shall be generated using the standardized Field Observation Report which shall 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, shall result in a series of photographs and comments from the engineer observing and shall be captured in a running log, which shall document the issue and its resolution. This shall 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. Griffin will work closely with these entities to ensure their scope of concern is appropriately facilitated.

Corrective Notices

The Consultant shall issue correction notices using our standardized form as and when required, and shall oversee the resolution of the same.

Monitor SWPPP

The Consultant shall manage the Contractor to ensure a Qualified Servicing Practitioner is properly registered with the State and shall 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 shall 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 shall 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 shall 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 shall review the answers to RFIs to ensure the same.

Testing Results

All testing results shall be documented and logged. Such tests shall 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 shall closely monitor those effort to ensure that the time tickets accurately reflect the actual time and materials spent. These tickets shall at minimum include: time, classifications, rates, materials, equipment, mark up, taxes, and any other elements integral to the work. These tickets shall 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 shall employ the use of field surveillance technology (webcam integration) to provide an enhanced level of photo documentation above and beyond typical photography. Nonetheless, in addition to this custom service, the Consultant shall produce daily field photography and shall collate those photographs into a shared cloud based system for easy access and later review.

Mitigation Measures Requirements

Inherent with your project, a vital element will be the enforcement of any and all mitigation measures required by CEQA and other permits having jurisdiction. The Consultant shall review these documents with the Contractor beforehand and shall monitor their implementation per the

project documents. These measures shall 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 shall oversee the punch list effort and shall do so in a manner that ensures comprehensive documentation and appropriate accountability. The consultant shall organize the effort to include all required team members.

Red Line Drawings

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

Deliverables

The Consultant is prepared to supply the City with a wide range of work products and deliverables. Many of the items listed below are in excess of the Scope of Work listed in the RFP; however, The Consultant is able to provide the following list of items should the City require them.

- 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

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- 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

EXHIBIT “B” SCHEDULE OF SERVICES

CONSULTANT SHALL COMPLETE THE SERVICES PURSUANT TO THE SERVICE SCHEDULE BELOW AND SHALL MEET ANY OTHER ESTABLISHED SCHEDULES AND DEADLINES AS DIRECTED BY THE CITY’S REPRESENTATIVE WITHIN THE TERM OF THIS AGREEMENT.

PROJECT PHASE	2024												2025				
	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Task 1: 90% Plan Review																	
Task 2: Construction Management & Inspection Services																	
Task 3: Labor Compliance Services																	
WEEKS																	
President - Jon Hughes	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Principal In Charge - Robert Godfrey	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Project Executive - Leonard Marshall	90	45	20	20	20	172	172	172	172	172	172	172	172	172	172	172	172
Sr. Construction Manager - Sally Armanious	90	45	10	10	10	80	80	80	90	172	172	172	172	172	172	172	172
Labor Compliance by The Solis Group																	

PROJECT PHASE	2026												Totals				
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC					
Task 1: 90% Plan Review																	
Task 2: Construction Management & Inspection Services																	
Task 3: Labor Compliance Services																	
WEEKS																	
President - Jon Hughes	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	116
Principal In Charge - Robert Godfrey	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	232
Project Executive - Leonard Marshall	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	2,499
Sr. Construction Manager - Sally Armanious	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	3,935
Labor Compliance by The Solis Group																	0

APPROACH TO PROJECT SCHEDULE

This proposal assumes the following durations by phase and is illustrated in the Resource Allocation Schedule attached:

- 1. Task 1 (5 months)**
- 2. Task 2 (24 months)**

EXHIBIT “C” COMPENSATION



GRIFFIN STRUCTURES FEE PROPOSAL – BAFO R1

City of Corona Fire Station 2 Rebuild Project

July 18, 2024

Griffin Structures’ Fee Proposal is based on all reasonable costs necessary to perform Pre-Construction and Construction Management Services for the City of Corona’s Fire Station 2 rebuild project. For these requisite services Griffin Structures proposes the following Not-to-Exceed Fee based on hourly rates:

Project/Construction Management Services:	\$	1,735,821
Labor Compliance	\$	115,948
Special Inspections and Testing	\$	500,000
Other Reimbursable Expenses:	\$	53,231
Total	\$	2,405,000

All proposed hourly rates are fully burdened and include overhead profit, taxes, and benefits. Hourly rates are escalated annually based on the CPI and our fee is inclusive of the annual escalation. The hours identified for each individual employee and task are estimates only and are not to be construed as not to exceed hours for any individual task, phase, or time period. We reserve the right to reallocate hours between staff members and tasks, in consultation with the City’s Project Manager, in order to accomplish the overall objectives and requirements of the project.

Services are based on an assumption of a 29-month schedule assuming 24 months for construction. Any extension of the schedule may result in additional fee, in good faith negotiation with the City.

APPROACH TO PROJECT SCHEDULE

This proposal assumes the following durations by phase and is illustrated in the Resource Allocation Schedule attached:

1. Task 1 (5 months)
2. Task 2 (24 months)

APPROACH TO STAFFING & PROJECT TEAM

To bring the highest level of efficiency and value to the City, Griffin Structures has assembled following team:

Jon Huges is President of Griffin Structures.

Robert Godfrey will serve as Principal-In-Charge for the duration of the project and will provide as-needed leadership to the team to ensure a successful delivery.

Leonard Marshall will serve as Project Executive for the duration of the project and will provide leadership through Task 1 and support the Construction Manager through construction as needed.

Sally Armanious will serve as the Sr. Construction Manager throughout the project. In that role, Sally will participate in the Task1 constructability review and manage the project daily through construction & closeout.

Nichola Ho will serve as the ALTERNATE Sr. Construction Manager.

The Solis Group will provide Labor Compliance services.

GEOCON will provide Hazardous Material Inspection and Materials Testing & Inspection.

QUALIFICATIONS & EXCLUSIONS

1. Listed rates are for 2024. Escalations for 2025 and 2026 are already included in this proposal. Any extension of service beyond December 2026 will be negotiated in good faith with City staff based on CPI inflation rates.
2. Insurance costs are included as a reimbursable expense and will be billed monthly at the rate of \$10 per \$1,000.
3. On-site trailer rental, furniture, utilities, and sanitary facilities for our field staff (Project Management team) are excluded. We assume that offices will be provided as part of the construction site trailer(s) being provided by the City's Contractor or by the City.
4. Costs for all permits required for the project are excluded. It is assumed that the Agency will pay for all permitting fees, assessments, easements, school fees, and other agency or governmental fees or costs to support the design and construction the project. We have not included any permit related fees within our fee proposal. Permits will be pulled by others.
5. At no cost to the Owner, and subject to Internal Revenue Code 179D, (Deduction for Energy Efficient Commercial Buildings) Owner agrees to allocate any applicable tax deductions to construction manager (Griffin Structures) as may be relevant to 'public entity' projects.
6. Costs for construction staking, environmental and hazardous materials surveys, and all environmental and hazardous materials transportation and remediation costs are excluded.
7. Software licenses or user fees and all software training costs for specific project management software being required by either the City or their Contractor(s) is excluded.
8. Cost of bulk blueprinting for plans and specifications for use by the Contractors and subcontractors is excluded. Funds included in reimbursable expenses are for Griffin printing costs alone.
9. Independent or third-party testing companies such as Roofing, Peer Reviews, LEED, or other specialized third-party oversight services other than those listed herein are excluded.
10. No FF&E or OS&E procurement is included in this proposal.
11. Construction Site Security is excluded.
12. This proposal does not include a formal independent Inspector of Record (IOR); it is assumed that any Building Department inspections will be performed by the City's Building Department inspections staff.

13. Construction Manager will review all RFI's, Submittals, and Substitutions only for completeness. Approvals shall be executed by the designer of record.
14. Construction Cost Estimates, when provided, are based on standard industry practice, professional experience, and knowledge of market conditions. Griffin has no control over material and labor costs, Contractor's methods of establishing prices or the market and bidding conditions at the time of bid. Therefore, Griffin does not guarantee that bids received will not vary from the cost estimate provided and Griffin is not liable for any costs, liabilities, or damages incurred by the Agency arising from Griffin's opinion of cost, the actual project cost to the Agency, delays caused by events outside the control of Griffin, or any labor or material cost increases.
15. Griffin is not responsible for, and the City will hold Griffin harmless from, any schedule delays and/or any losses, damages, or liabilities resulting therefrom that are caused by (1) events or conditions that are outside of Griffin's control or (2) the acts or omissions of parties for whom Griffin is not legally liable (collectively, "Non-Consultant Delays"). The schedule for completion will be extended for any Non-Consultant Delays. If Griffin incurs additional costs or expenses due to Non-Consultant Delays, then Griffin's fee compensation will be equitably adjusted to cover such additional costs or expenses.
16. For document tracking control, Griffin has included the use of "Submittal Exchange" for managing construction documentation, and based the hours allocated in this proposal accordingly. The cost of "Submittal Exchange" is included here as a reimbursable expense.
17. Dry utility design consultation services are not included.
18. This proposal shall remain valid and in full force and effect for a period of 120 days from date of issuance, after which time it shall be deemed null and void.

Item No.	PROJECT PHASE	PRESIDENT Jon Hughes \$268/hr.*	PRINCIPAL IN CHARGE Robert Godfrey \$257/hr.*	PROJECT EXECUTIVE Lan Marshall \$252/hr.*	S.R. CONSTRUCTION MANAGER Sally Armanious (or Alternate) \$238/hr.*	Quality Assurance Inspector David Ruth \$219/hr.*
Griffin Structures acknowledges and accepts the scope as described in the RFP and further refined below						
1	Task 1: 90% Plan Review	20	40	195	165	0
1.1	Review 90% completed design drawings	Incl	Incl	Incl	Incl	Incl
1.2	Perform constructability review of contract and project documents	Incl	Incl	Incl	Incl	Incl
2	Task 2: Construction Management and Inspection Services	96	192	805	3612	1700
2.1	Review and familiarize themselves with the contract documents	Incl	Incl	Incl	Incl	Incl
2.2	Review the project contract documents and perform a constructability review.	Incl	Incl	Incl	Incl	Incl
2.3	Attend all meetings as required	Incl	Incl	Incl	Incl	Incl
2.4	Assist City staff with the overall inspection of the project and serve as the general liaison between the Contractor and the City.	Incl	Incl	Incl	Incl	Incl
2.5	Attend pre-construction meeting and provide assistance in responding to all questions in a timely manner.	Incl	Incl	Incl	Incl	Incl
2.6	Assist City's Representative in conducting and coordinating field meetings.	Incl	Incl	Incl	Incl	Incl
2.7	Assist and participate on a regular basis in the project progress meetings, take minutes and respond to all questions.	Incl	Incl	Incl	Incl	Incl
2.8	Coordinate with design engineers and project managers on design issues encountered during construction.	Incl	Incl	Incl	Incl	Incl
2.9	Observe earthwork grading, compaction, and surface drainage.	Incl	Incl	Incl	Incl	Incl
2.10	Review soils compaction reports.	Incl	Incl	Incl	Incl	Incl
2.11	Review and monitor Contractor's schedule.	Incl	Incl	Incl	Incl	Incl
2.12	Inspect a variety of public works disciplines	Incl	Incl	Incl	Incl	Incl
2.13	Require, monitor, and document compliance with all contract specifications.	Incl	Incl	Incl	Incl	Incl
2.14	Review contractor's submittals in accordance with the requirements of project specifications and the City's requirements prior to final approval.	Incl	Incl	Incl	Incl	Incl
2.15	Be present on a daily basis at the construction site while construction activity is in progress.	Incl	Incl	Incl	Incl	Incl
2.16	Review and respond to Requests for Information (RFIs) in a timely manner.	Incl	Incl	Incl	Incl	Incl
2.17	Observe all material placement to verify conformance with all contract documents, plans and specifications.	Incl	Incl	Incl	Incl	Incl
2.18	All other tasks as listed in the RFP.	Incl	Incl	Incl	Incl	Incl
Total Hours		116	232	1000	3777	1700
Subtotals		\$32,920	\$63,560	\$266,065	\$976,326	\$396,950
PROJECT / CONSTRUCTION MANAGEMENT TOTAL						
Total		\$1,735,821				
3	REIMBURSABLE COSTS					\$668,179
3.1	Insurance					\$23,231
3.2	Misc. Printing and Office Supplies					\$5,000
3.3	Submittal Exchange ALLOWANCE					\$25,000
3.4	HAZMAT Inspection and Materials Testing and Inspection ALLOWANCE					\$500,000
3.5	Labor Compliance - The Sells Group					\$115,948
GRAND TOTAL						\$2,405,000

PROJECT PHASE	2024												2025											
	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC							
Task 1: 90% Plan Review																								
Task 2: Construction Management and Inspection Services																								
Temporary Fire Facility Construction																								
New Fire Station Construction																								
WEEKS																								
President - Jon Hughes	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4							
Principal In Charge - Robert Godfrey	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8							
Project Executive - Leonard Marshall	90	45	20	20	20	85	85	85	85	85	85	85	85	85	85	85	85							
Sr. Program and Construction Manager - Sally Armonious	90	45	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10							
Quality Assurance Inspections																								
Labor compliance by The Solis Group																								
President - Jon Hughes	\$ 1,064	\$ 1,064	\$ 1,064	\$ 1,064	\$ 1,064	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,120	\$ 1,120							
Principal In Charge - Robert Godfrey	\$ 2,056	\$ 2,056	\$ 2,056	\$ 2,056	\$ 2,056	\$ 2,160	\$ 2,160	\$ 2,160	\$ 2,160	\$ 2,160	\$ 2,160	\$ 2,160	\$ 2,160	\$ 2,160	\$ 2,160	\$ 2,160	\$ 2,160							
Project Executive - Leonard Marshall	\$ 22,680	\$ 11,340	\$ 5,040	\$ 5,040	\$ 5,040	\$ 22,525	\$ 22,525	\$ 22,525	\$ 22,525	\$ 22,525	\$ 22,525	\$ 22,525	\$ 22,525	\$ 22,525	\$ 22,525	\$ 22,525	\$ 22,525							
Sr. Program and Construction Manager - Sally Armonious	\$ 21,420	\$ 10,710	\$ 2,380	\$ 2,380	\$ 2,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,344	\$ 43,344	\$ 43,344	\$ 43,344	\$ 43,344	\$ 43,344	\$ 43,344							
Quality Assurance Inspections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,380	\$ 19,380	\$ 19,380	\$ 19,380	\$ 19,380	\$ 19,380	\$ 19,380							
Labor compliance by The Solis Group	\$ 47,220	\$ 23,170	\$ 10,540	\$ 10,540	\$ 10,540	\$ 25,805	\$ 25,805	\$ 25,805	\$ 25,805	\$ 25,805	\$ 88,529	\$ 88,529	\$ 88,529	\$ 88,529	\$ 88,529	\$ 88,529	\$ 88,529							

PROJECT PHASE	2026											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Task 1: 90% Plan Review												
Task 2: Construction Management and Inspection Services												
Temporary Fire Facility Construction												
New Fire Station Construction												
WEEKS												
President - Jon Hughes	4	4	4	4	4	4	4	4	4	4	4	4
Principal In Charge - Robert Godfrey	8	8	8	8	8	8	8	8	8	8	8	8
Project Executive - Leonard Marshall	20	20	20	20	20	20	20	20	20	20	20	20
Sr. Program and Construction Manager - Sally Armonious	172	172	172	172	172	172	172	172	172	172	172	172
Quality Assurance Inspections	85	85	85	85	85	85	85	85	85	85	85	85
Labor compliance by The Solis Group												
President - Jon Hughes	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180	\$ 1,180
Principal In Charge - Robert Godfrey	\$ 2,280	\$ 2,280	\$ 2,280	\$ 2,280	\$ 2,280	\$ 2,280	\$ 2,280	\$ 2,280	\$ 2,280	\$ 2,280	\$ 2,280	\$ 2,280
Project Executive - Leonard Marshall	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600
Sr. Program and Construction Manager - Sally Armonious	\$ 45,580	\$ 45,580	\$ 45,580	\$ 45,580	\$ 45,580	\$ 45,580	\$ 45,580	\$ 45,580	\$ 45,580	\$ 45,580	\$ 45,580	\$ 45,580
Quality Assurance Inspections	\$ 20,230	\$ 20,230	\$ 20,230	\$ 20,230	\$ 20,230	\$ 20,230	\$ 20,230	\$ 20,230	\$ 20,230	\$ 20,230	\$ 20,230	\$ 20,230
Labor compliance by The Solis Group	\$ 74,870	\$ 74,870	\$ 74,870	\$ 74,870	\$ 74,870	\$ 74,870	\$ 74,870	\$ 74,870	\$ 74,870	\$ 74,870	\$ 74,870	\$ 74,870
Totals	116	116	116	116	116	116	116	116	116	116	116	116
	232	232	232	232	232	232	232	232	232	232	232	232
	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
	3,777	3,777	3,777	3,777	3,777	3,777	3,777	3,777	3,777	3,777	3,777	3,777
	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700
	0	0	0	0	0	0	0	0	0	0	0	0
	\$ 32,920	\$ 32,920	\$ 32,920	\$ 32,920	\$ 32,920	\$ 32,920	\$ 32,920	\$ 32,920	\$ 32,920	\$ 32,920	\$ 32,920	\$ 32,920
	\$ 63,960	\$ 63,960	\$ 63,960	\$ 63,960	\$ 63,960	\$ 63,960	\$ 63,960	\$ 63,960	\$ 63,960	\$ 63,960	\$ 63,960	\$ 63,960
	\$ 266,095	\$ 266,095	\$ 266,095	\$ 266,095	\$ 266,095	\$ 266,095	\$ 266,095	\$ 266,095	\$ 266,095	\$ 266,095	\$ 266,095	\$ 266,095
	\$ 976,326	\$ 976,326	\$ 976,326	\$ 976,326	\$ 976,326	\$ 976,326	\$ 976,326	\$ 976,326	\$ 976,326	\$ 976,326	\$ 976,326	\$ 976,326
	\$ 386,980	\$ 386,980	\$ 386,980	\$ 386,980	\$ 386,980	\$ 386,980	\$ 386,980	\$ 386,980	\$ 386,980	\$ 386,980	\$ 386,980	\$ 386,980
	\$ 1,758,821	\$ 1,758,821	\$ 1,758,821	\$ 1,758,821	\$ 1,758,821	\$ 1,758,821	\$ 1,758,821	\$ 1,758,821	\$ 1,758,821	\$ 1,758,821	\$ 1,758,821	\$ 1,758,821