

**AGREEMENT TO PROVIDE CONSTRUCTION MANAGEMENT, CONSTRUCTABILITY
REVIEW, AND INSPECTION SERVICES FOR SANTA ANA PUBLIC
LIBRARY CAPITAL PROJECTS
(ARPA FUNDED PROJECT)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of June, 2023, by and between the City of Santa Ana ("City") and Griffin Structures ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Request for Proposal.

On January 25, 2023, the City issued Request for Proposal No. 22-173A, by which it sought a Consultant having special skill and knowledge in construction management, constructability review, and inspection services to oversee four (4) Santa Ana Public Library capital projects.

2.2 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, constructability review, and inspection services to public clients, and is licensed in the State of California.

2.3 Project.

City desires to engage Consultant to render such professional services for the Santa Ana Public Library Capital Projects Constructability Review, Construction Management, and Inspection Services ("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 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 the date first written above to December 31, 2025 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms. 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 if necessary to complete the Services.

3.2 Compensation.

3.2.1 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 shall not exceed \$2,896,950 during the term of this agreement, including an extension periods exercised under Section 3. The sum is comprised of (1) the base amount of \$2,759,000, and (2) a 5% contingency in the amount of \$137,950 for additional services at the City's sole discretion. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in **Exhibit "C"** of this Agreement.

3.2.4 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 the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. 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. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. 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.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement as set forth in Consultant's Proposal (**Exhibit "B"**). 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.

3.3.5 City's Representative. The City hereby designates Sean Thomas, Senior Civil Engineer, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates John Hughes, Principal-In-Charge, or his/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/her 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.

3.3.7 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.

3.3.8 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 represents that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term 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 subconsultants 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.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in **Exhibits "A", "B", and "C"** attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. 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 the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies 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 and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies 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.

3.3.10.3 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.

3.3.10.4 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). 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.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work 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 work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant 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.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than **\$2,000,000** per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Code 1), or if Consultant has no owned autos Code 8 (hired) and Code 9 (non-owned), covering bodily injury and property damage for all activities with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than **\$1,000,000** per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(E) Umbrella Insurance: In compliance with the terms of the City's funding agreement, Consultant shall maintain an umbrella policy providing excess limits over the primary policies described herein, in an amount not less than **\$10,000,000**, and shall contain a clause stating that it takes effect (drops down) in the event the primary limits are

impaired or exhausted.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, and employees shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): 1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, and employees.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, and employees shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, and employees in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) 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.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, and employees as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, and employees, as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.3.11.13 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

(A) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

(B) Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

(C) If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations,

Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. 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 the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 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 Worker's 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.

3.5 Termination of Agreement.

3.5.1.1 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, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall

not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 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.

3.5.1.3 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.

3.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, and employees 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 caused by negligent acts, errors or omissions, or willful misconduct 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 damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. 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 Consultant, the City, its officials, officers, and employees.

3.7 General Provisions.

3.7.1 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.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its

employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 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 1 Technology Drive Building 1 Suite 829 Irvine, CA 92618 ATTN: Jon Hughes
City:	City of Santa Ana 20 Civic Center Plaza (M-21) Santa Ana, CA 92702 ATTN: Sean Thomas

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.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 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 or otherwise recorded on computer diskettes, 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 fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. 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.

3.7.4.2 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.

3.7.4.3 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.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, and employees free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any 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.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which 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.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 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.

3.7.6 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.

3.7.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange 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.

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

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

3.7.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.11 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall

contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.12 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.

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

3.7.14 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.

3.7.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.16 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.

3.7.17 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. 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.

3.7.18 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.

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

3.7.20 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.8 Federal Provisions.

Funds from the Coronavirus State Fiscal Recovery Fund and/or the Coronavirus Local Fiscal Recovery Fund, together known as the Coronavirus State and Local Fiscal Recovery Funds (“CSLFRF”) program, will be used to fund all or a portion of this Agreement. As applicable, Consultant shall comply with all federal requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:

3.8.1 Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 (the “Act”);

3.8.2 U.S. Department of the Treasury (“Treasury”) Final Rule for the Act;

3.8.3 Treasury Compliance and Reporting Guidance for the Act;

3.8.4 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the U.S. Department of the Treasury may determine are inapplicable to the CSLFRF program and subject to such exceptions as may be otherwise provided by the U.S. Department of the Treasury;

3.8.5 Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions; and

3.8.6 Federal contract provisions attached hereto as **Exhibit “A-1”** and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA ANA AND
GRIFFIN STRUCTURES**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF SANTA ANA

Jennifer L Hall
City Clerk

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: _____

Brandon Salvatierra
Deputy City Attorney

Jon Hughes
President

RECOMMENDED FOR APPROVAL:

Brian Sternberg, Executive Director
Library Services Agency

EXHIBIT "A"
SCOPE OF SERVICES

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

CITY OF SANTA ANA

**REQUEST FOR PROPOSALS
FOR**

**SANTA ANA LIBRARY CAPITAL PROJECTS CONSTRUCTABILITY
REVIEW, CONSTRUCTION MANAGEMENT, AND INSPECTION
SERVICES
RFP NO. 22-173A**

I. INTRODUCTION

The City of Santa Ana is soliciting proposals from professional consultants to provide construction management services for four (4) Santa Ana Public Library tenant improvement projects that are currently in design. The projects include the Main Library Renovation Project, Newhope Library Renovation Project, Delhi Center Library Branch, and the Outdoor Library at Jerome Park Project. All projects are being delivered via a design-bid-build delivery method. Estimated construction budgets for each project range from \$2.2 million to \$25.3 million. For the Main Library project, the consultant shall provide at least three individuals to act as Construction Manager (CM), Inspector, and Contract Administrator (CA), and serve as an extension of City staff to assist in the overall delivery of these projects. The consultant shall provide a Construction Manager and Inspector for the other three Library projects. Required services shall vary by project as outlined below, with total services to include performing independent review of plans, specifications, and estimate, pre-construction tasks, managing construction and ensuring that the work is completed in accordance with the contract documents, and project closeout and warranty phase. The consultant shall also perform a constructability review and peer estimate of the Main Library Renovation Project. The consultant team will report directly to the City's designated Construction Manager, or authorized representative, for each of the projects listed below. City staff may assist in managing construction and will oversee the work of the Construction Manager, Inspector, and Contract Administrator. A summary of projects is listed below:

Project	Description	Anticipated Delivery Method	Construction Budget (\$)	Construction Start Date
Main Library Renovation	Renovation of existing 39,790-sq-ft Main Library, including historical restoration, new parking lot, and children's learning area	Design-Bid-Build	\$25.3 M	May 2024
Newhope Library Renovation	Modernization of 10,600-sq-ft branch, including new storefront and Media Lab	Design-Bid-Build	\$4.4 M	August 2023
Delhi Center Library Branch	Create new 2,500-sq-ft branch in existing community center, including new exterior patio	Design-Bid-Build	\$2.2 M	August 2023
Outdoor Library at Jerome Park	New outdoor library at existing park, including installation of large book kiosk and multigenerational play/activity areas	Design-Bid-Build	\$3.1 M	March 2024

Timing and phasing of the Library projects is of critical importance to ensure Santa Ana residents maintain access to Library services when the flagship Main Library branch closes for construction in May 2024. The selected consultant will be tasked to provide, maintain, and monitor a total project schedule for all four projects to ensure that construction of the Newhope Library Renovation and Delhi Center Library Branch projects is complete prior to closing of the Main Library. Professional services must comply with American Rescue Plan Act (ARPA) and Community Development Block Grant funding (CDBG) funding requirements.

II. PROEJCT DESCRIPTIONS

Main Library Renovation

The City of Santa Ana is developing the Main Branch of the Santa Ana Library located on the southwest corner of Civic Center Drive and Ross Street. The exterior for the building has remained relatively the same since it was established in 1960; however, the interior of the building received an extensive renovation in 1990. The City will restore some of the character lost in the previous renovation while also performing an update that better meets the evolving needs of the community and makes the library central to early childhood learning. The Main Library building consists of 39,790 square feet and has two floors and a below grade basement. The focal point of the project will be the Children's Library/Early Learning Center with key upgrades and expansion to the area and services that will be provided to the community. Design will include "Play-brary" types of designs with interactive walls, etc. Additional improvements will include but are not limited to exterior marble panels, lighting fixtures, landscape, site furnishings, entrance walkways, parking area, and flooring. In order for the Library to accommodate community needs, new book drop locations, bookmobile area, and shared public spaces will be developed.

The Santa Ana Main Library is an integral partner with the community, providing educational resources to connect and enrich a community of over 335,000 residents. This renovation should further these goals in the most cost effective and environmentally friendly manner possible.

A generalized description of areas that may be addressed with City/community/potential consultant input are as follows. Currently, the original as-builts of the library from the 1950s does not exist. The City has sought to obtain 3D scans to generate plans for the existing building, but are not yet available for this RFP. See Attachment 4 for any available as-builts and general layout of work areas, for Schematic Design Plans, and for the Children's Thematic concept designs.

Note: Minor changes to plans and the preparation of the specifications may occur during the RFP process without notice to the prospective proposer, however, selected consultant will have access to the latest documents once the RFP has been awarded.

1. Exterior
 - a. Marble siding
 - i. Clean all marble exterior surfaces
 - ii. Repoint joints between marble panels
 - iii. Replace/repair cracked marble panels
 1. Explore replacing existing stone on 1990 addition with new Italian Marble to match original structure
 - b. Provide architecturally appropriate exterior lighting fixtures on building and in landscaping
 - c. Flashing cap needed on parapet cornice
 - d. Upgrade to new LED Security and Pathway Lighting
 - e. Replace all landscaping around building (turf to remain)
 - i. Low planting – no hiding areas
 1. Planting materials to deter camping and/or sleeping
 2. Ground surface to be DG or similar
 - ii. Remove trees adjacent to building face that present potential structural or other issues to the building

- iii. Drought Tolerant with low voltage spot lighting
 - f. North Entrance
 - i. New doors to match original design (or propose new architecturally appropriate design)
 - ii. Clean up entrance building lettering & stone
 - iii. Replace walkway connecting north entrance to sidewalk on Civic Center Dr.
 - iv. Restore dedication plaque on north entrance sidewalk.
 - g. East Entrance
 - i. Make secondary public entrance at current staff access to fenced patio
 - ii. Create parking area along east or south side of building for library exclusively
 - iii. Keep as many trees as feasible
 - iv. Create a drive-thru window considering circulation on/off of Ross St.
 - 1. If feasible, ensure it does not detract from historic nature of the building
 - h. South Entrance
 - i. Return to a bookmobile area with garage/carport and the back of house loading area
 - ii. Patio area just east of south entrance
 - 1. Remove panels/walls that block the patio adjacent to entrance that create a hiding space in this area
 - 2. Activate this area
 - iii. Remove book drop – replace with new book drops at north and east entrances
 - iv. Blend proposed landscaping with new landscaping to south
 - i. Children’s Library – single story addition on the west side of the Main Library building
 - i. Provide vines or other low maintenance plant material on east side of building to prevent graffiti
 - ii. Patio renovation completed under separate contract
 - j. Provide comprehensive exterior security cameras and necessary low voltage cabling
 - k. Coordinate with IT to provide no low voltage cat 6 cabling/trays throughout the building along with new access points
 - 1. A new roof was recently completed
- 2. Interior
 - a. General building
 - i. Consider elevator relocation with modern elevator
 - ii. Review/consider replacing all building systems
 - iii. Include technology in all meeting rooms
 - iv. Replace all flooring throughout
 - v. Upgrade all restrooms. May need to adjust access or location of restrooms to accommodate new layout that is more in line with original plans. They were modified and relocated in 1990.
 - vi. Shelving needs assessment/shelving program – Replace all book stacks
 - vii. New lighting plan to ensure new improvements do not create shadows and dark areas
 - viii. Replace all furniture in public and private spaces
 - ix. Ceiling system was recently upgraded. Modifications may be required depending on results of shelving analysis.
 - x. Replace Exterior windows in Main Library building and Children’s Library addition
 - xi. ADA compliance/Accessible path of travel
 - b. Main Floor
 - i. Refinish wood/metal elements
 - ii. South side back of house

1. Combine information and circulation desks
 - a. To match the original design and historic nature of the building, move circulation to the north entrance
 - b. Two large half circle desks flanking each side of the door in front of the windows
 - c. Staff Area where south entrance is currently - Bookmobile and circulation work/ loading area
- iii. Reimagining of Children's Library
 1. Focus on early childhood learning
 2. Flexible/programmable space
 3. Tutoring/interactive
 4. Can be expanded into main library area as needed
 5. Feature interactive experiences:
 - a. Wall interactives,
 - b. Climbing areas
 - c. Other children's museum style spaces
- iv. East entrance
 1. Widen hallway
 2. Create teen space along the east side of building
- v. Reactivate the fireplace area
 1. Non-functional fireplace (not wood or gas burning)
- c. Second Floor
 - i. Refinish wood/metal elements
 - ii. Create additional public spaces
 1. Remove majority of admin space on second floor
 - a. 4 admin staff will remain
 - b. Relocate the Santa Ana History Room and create a small gallery
 2. Small meeting room as space permits
 3. Create Bookstore:
 - a. Explore enclosing the hallway behind the second floor shelving and other rooms staff rooms along the south side of the building to create a new bookstore
 - iii. Meeting rooms/tech lab – add glass toward main library
 - iv. Dumbwaiter – ideas to reactivate or other use
 - v. Relocate majority of staff to the basement
- d. Basement
 - i. Staff spaces to replace teen center and storage areas
 - ii. Possible drop ceiling
 - iii. 26 full-time staff (cubicles)
 - iv. 72 part-time staff (share 10 – 15 spaces)
- e. Building Mechanicals and Critical Maintenance
 - i. Bring stairwells and emergency exits up to code if required. Explore opportunities for LEED certification and/or green building materials.
 - ii. Include potentially life-saving improvements or replacement of original fire detection and sprinkler systems, plumbing, seismic retrofit, antiquated HVAC system, and all electrical and plumbing systems from the late 1950's.

The City's total construction budget for the proposed library is approximately \$25.3 million. The project is being funded through American Rescue Plan Act (ARPA), California State Library Building Forward Library Infrastructure Grant, and Community Development Block Grant funding. The project is currently in design development, with construction anticipated to begin May 2025.

Newhope Library Renovation

The City of Santa Ana is renovating its Newhope Library, located at the northwest corner of 1st Street and Newhope Street. The 10,600-sq-ft Library remains in generally the same condition as when it was originally built in 1976, with the exception of new furniture, paint upgrades, landscaping, and parking lot improvements. The renovation will include modernizing the overall Library branch, reinventing the storefront of the building, remodeling the front checkout desk/staff area, remodeling kitchen/break area, creating a new Media Lab space, and replacing existing HVAC systems.

See Attachment 4 for available as-builts and the Schematic Design Plans.

Note: Minor changes to plans and the preparation of the specifications may occur during the RFP process without notice to the prospective proposer, however, selected firm will have access to the latest documents once the RFP has been awarded.

General project scope is as follows:

1. Exterior
 - a. Make both storefront access points ADA compliant
 - b. Enclose (Newhope Street) storefront building overhang and turn it into an attractive, ADA-compliant entry/lobby area to prevent loitering/vandalism during overnight hours
 - c. Replace all building windows and remove existing exterior screens (CDBG Funding)
 - d. Replace roof (CDBG Funding)
 - e. Remove original (deteriorating) exterior wood building façade and replace with stone or other modern looking materials
 - f. Sand blast building exterior and add anti-graffiti clear coat
 - g. Replace west side entrance/exit glass doors and surrounding windows
 - h. Replace south side existing exterior doors and install new hardware
 - i. Replace outdoor lighting at parking and patio area
 - j. Remove existing patio trellis at rear of building and replace with non-climbable shade structure(s)
2. Interior
 - a. Replace/remodel front checkout desk and staff area
 - b. Replace all flooring and outdated light fixtures
 - c. Create new Media Lab space with glass entry
 - d. Convert existing Media Lab to a new flexible public meeting/programming room
 - i. Convert two adjacent restrooms to one ADA compliant (gender-neutral) restroom and expand new meeting room's square footage
 - e. Remodel restrooms and bring up to current ADA standards
 - f. Remove popcorn ceiling from entrance and other areas
 - g. Replace drinking fountains
 - h. Add electrical floor outlets for desks and public computer usage
 - i. Remove wallpaper throughout the building
 - j. Existing Large Meeting Room
 - i. Replace old cabinets in kitchen/break
 - ii. Replace deteriorating ceiling tiles
 - iii. Install modern A/V equipment, remove wallpaper
 - iv. Add new cabinetry in the meeting room and install a sink

- k. Replace all outdated book shelving in the library and reuse the new end panels
- l. Replace existing electrical panel and water heater
- m. Replace HVAC system and replace/revise ducting to conform to added spaces and uses
- n. Update signage (interior and exterior)

The City's total construction budget for the Newhope Library project is \$4.4 Million. The project is being funded through Cannabis Public Benefit and Community Development Block Grant funding. The project is currently in design development, with construction anticipated to begin August 2023.

Delhi Center Library Branch

The City of Santa Ana has leased approximately 2,500 square feet of space at the Delhi Community Center for a new Library branch. The City intends to invest in subtenant improvements suitable for public library services, including an innovative storefront style entrance, indoor furniture, interior displays and cases, and the creation of an outdoor patio space for library programs, events and activities geared toward children and families. The project will include combining three rooms into a larger Library space, creating a covered outdoor patio space with built-in storytime seating and educational play area(s), and creating a new public entrance via the new outdoor patio.

See Attachment 4 for available as-builts and the floorplan of the Delhi Center and Library space.

Note: Minor changes to plans and the preparation of the specifications may occur during the RFP process without notice to the prospective proposer, however, selected consultant will have access to the latest documents once the RFP has been awarded.

General project scope is as follows:

1. Exterior
 - a. Exterior building and monument signage
 - b. Create new fenced outdoor patio space
 - i. Seamless indoor/outdoor transition via folding/garage/stacking pocket doors
 - ii. Decorative fencing
 - iii. New landscaping (drought tolerant)
 - iv. Trellis/pergola shade structure
 - c. New book drop
2. Interior
 - a. Combine three rooms into one larger Library space
 - b. Install new glass storefront entry
 - c. New staff office/breakroom/sorting room
 - d. New Data Room
 - e. Power/data
 - f. Internal/Exterior Patio Wi-Fi access points
 - g. Install new movable furniture (circulation/reference desk/book shelving/reading tables/etc.)
 - h. Replace light fixtures with LED
 - i. Reuse existing polished concrete flooring

The City's total construction budget for the Delhi Center Library project is \$2.2 Million. The project is being funded with American Rescue Plan Act (ARPA) funding. The project is currently in the conceptual/schematic design phase, with construction anticipated to begin August 2023.

Outdoor Library at Jerome Park

The City of Santa Ana intends to create a new Outdoor Public Library that will include the installation of an innovative 24-hour "satellite library" kiosk at the southwest end of Jerome Park. The satellite library will incorporate learning and recreation-based play experiences that will advance equity, access, and provide support for Santa Ana's disproportionately impacted children and families. Jerome Park is located in the west central part of Santa Ana and is adjacent to a variety of community destinations including Monte Vista Elementary School, Lorin Grisct Academy and the Southwest Senior Center. The park includes Jerome Community Center and municipal pool, baseball and soccer fields, fitness court, playground, picnic area and community garden.

The project includes installing a self-service library kiosk that enables patrons to check out and return materials, download audio and e-books, browse the catalog, etc. The park spaces surrounding the new outdoor library will be improved to include reading, activity, and play areas for multigenerational learning.

See Attachment 4 for general conceptual layout of the outdoor library space.

Note: Minor changes to plans and the preparation of the specifications may occur during the RFP process without notice to the prospective proposer, however, selected consultant will have access to the latest documents once the RFP has been awarded.

General project scope is as follows:

- Musical Instruments Play Area
- Recycled Tire Play Area
- Tricycle Circular Pathway with small traffic signs for children to learn from
- Large Stone Abacus Play Area
- Sand and Water Play Area
- Water wise, low maintenance (Mature Age Vegetation) landscaping including an area with OC native plants, with individual labels for reading/learning
- New landscaping as needed around the project boundary and park frontage view
- Automatic irrigation system with complete retrofit, modification, and/or installation of new irrigation within project boundary
- Envisionware 24-Hour Library Kiosk (Model 340D). Separate graphic design vendor will provide a branded graphical water conservation wrap for the unit
- Power Source and data/Wi-Fi for Envisionware 24-Hour Library Kiosk
- Site Lighting and electrical service for kiosk (modification and expansion of existing system)
- Foundation for a new custom canopy with secure gate to enclose and protect the kiosk
- Replace existing playground with new multigenerational and inclusive playground features
- Drinking Fountain and Bottle Filler - Murdock Outdoor Pedestal with Barrier-Free (Model Number GYM74 Series)
- Interactive outdoor exhibit(s) aimed at educating the community on water conservation
- Tree evaluation by certified Arborist, with pruning recommendations

- Decomposed Granite/Decorative Concrete Walkways, which provide overall site connectivity to adjacent areas
- Site Furnishings (benches, chairs, trash receptacles, picnic tables)
- All areas shall be accessible per Federal ADA guidelines

The City's total construction budget for the Outdoor Library at Jerome Park project is \$3.1 Million. The project is being funded with American Rescue Plan Act (ARPA), Water Capital Improvement, and Measure X funds. The project is currently in the conceptual/schematic design phase, with construction anticipated to begin March 2024.

III. Consultant Responsibilities

Main Library Renovation

The Consultant's responsibilities shall include the following project tasks:

The required services by the Construction Manager (who will be performing plan checking services), the Inspector, and the Contract Administrator may include the following:

Task 1: Constructability Review

The required services by the Construction Manager and the Inspector will be involved in the review of the project deliverables, which includes, but is not limited to the following:

- Design Development (50% plans), including site section studies, draft specification, and "Opinion of Probable Cost".
 - Construction Documents (90% and 100% Plans), final technical specifications, and finalized "Opinion of Probable Cost".
 - Children's Thematic Schematic design which will be used to incorporate areas in the library for multiple age related interactive learning spaces.
 - Elevator Design
 - Mechanical and Electrical System Replacement plans
 - Geotechnical Report and Structural Calculations
1. A CM who is a registered engineer or certified construction manager in the State of California is highly desirable. The CM shall possess a minimum of (5) years' experience in construction management. The CM and the inspector shall be involved in the review of specification and plan checking. These reviews will focus on constructability, inter-disciplinary coordination, completeness, and general code compliance. The CM and the Inspector should have relevant experience in construction management and certifications that affirm the experience. The CM and the Inspector should have experience with historic restoration.
 2. The CM shall possess knowledge of ARPA and CDBG funding requirements for both design and construction.
 3. The CM shall provide a thorough review of the construction sequence necessary to complete the improvements included in the construction contract.

4. Review potential utility conflicts and identify items requiring coordination with third party utility agencies.
5. Review measurement and payment sections of the Specifications to ensure that the proposed work specified is covered by a bid item and identify any redundant pay items
6. Review of bid quantity takeoffs and engineer's estimate. If an error is noted, it will be included in the list of review comments.
7. Conduct up to two (2) site visit/field review by as part of the plan review to identify any current field conditions not reflected on the Plans.
8. Participate in up to two (2) public meetings to ensure consistency when plan checking. Public meetings will be hosted by the design consultant.
9. Participate in bi-weekly meetings with design consultant and City representatives to reduce discrepancies when plan checking.
10. Identify the elements of construction that could be substituted with more efficient materials and associated methods.
11. Provide a list of items that may be overlapping, extra, not needed or candidates for removal.
12. Prepare and submit an itemized list of findings and outline recommendations to reconcile issues discovered and generally to expedite the project.
13. Review of Geotechnical report and the structural calculations for the purposes of the expected constructability review.
14. CM shall provide recommendations for special material testing and inspection that will be needed during the construction phase.
15. The CM shall provide a peer review of the engineering estimates.

TASK 2: Construction Management and Inspection Services

1. A CM who is a registered engineer or certified construction manager in the State of California is highly desirable. The CM shall possess a minimum of (5) years' experience in construction management. The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications that affirm the experience.
2. Prior to the start of the project, the CM shall be responsible for conducting a bid analysis to determine who the lowest responsible bidder for the project will be. Shall obtain certificates of insurance, performance bond and "New Vendor Packet" requirements have been satisfied. This includes verifying that all sub-contractors have a valid City Business License. Once determined, a staff report will need to be generated to recommend the award of a Construction Contract.
3. The CM team shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples, requests for information (RFI), and other submittals

("Submittals") using Procore software. Shall coordinate with design consultant to review before transmitting their assessment of each Submittal to City staffing for final approval, and shall establish and implement procedures for expediting the processing and approval of Submittals.

4. Lead pre-construction meeting and schedule and conduct weekly construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute minutes.
5. Attend and co-lead up to three (3) Construction Update meetings with the community, including a pre-construction meeting. Primary purpose of these meetings are to provide pertinent updates to the community and answer any questions relating to the construction project.
6. Shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.
7. Shall review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. Update the project schedule as required showing current conditions and revisions required by actual progress.
8. Shall conduct comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution. Shall regularly monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs, and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.
9. Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.
10. Maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
11. May develop and implement procedures for the review and processing of applications by contractor for progress and final payments. Make recommendations for certification to the City for payment.
12. Determine that the work of contractor is being performed in accordance with the contract documents. Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents. Consultant to provide special inspections and material inspections per recommendations. Subject to review by the City, reject work which does not conform to the requirements of contract documents.
13. The individuals, Construction Manager, Inspector and Contract Administrator, shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Construction Manager and clarified prior to construction starts.

14. Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in achieving the resolution of problems, which may arise.
15. Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
16. Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as-built records.
17. Evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection. Assist the City in conducting final inspections.
18. Facilitate and coordinate inspection by representatives of other agencies.
19. Schedule and coordinate special inspection and material testing with the County of Orange or other consultants.
20. Assist City with project budget tracking by funding source to ensure progress payment applications are applied appropriately to correct funding sources.
21. Assist City with submission of narrative and financial reports on the progress and activities of the project to grant agencies.
22. Provide a Site Utilization Plan.
23. Consultant team shall provide one (1) Class "A" Field Office for shared Agency Personnel use for the duration of the project per Greenbook 2018. The consultant team is responsible for securing the trailer. The proposed location of the trailer shall be shown on the site utilization plan and must be approved by the City.
24. Shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis. Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
25. Shall coordinate and assist the City's Community Work Force Agreement (CWA) Consultant to monitor and enforce the CWA forms and requirements to ensure compliance. Verification should be provided with the monthly progress payments.
26. The CM shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfection to determine if it is a warranty issue.

The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

Plan Check & Permits:

Construction drawings shall be in accordance with the 2022 California Building Code and will require review/approval by the City Planning and Building Agency. Additionally, this would be subject to review by the Historic Resources Commission.

Newhope Library, Delhi Center Library Branch, Outdoor Library at Jerome Park

TASK 1: Construction Management and Inspection Services

1. A CM who is a registered engineer or certified construction manager in the State of California is highly desirable. The CM shall possess a minimum of (5) years' experience in construction management. The Inspector and the Contracts Administrator should have relevant experience in construction management and certifications that affirm the experience.
2. Prior to the start of the project, the CM shall be responsible for conducting a bid analysis to determine who the lowest responsible bidder for the project will be. Shall obtain certificates of insurance, performance bond and "New Vendor Packet" requirements have been satisfied. This includes verifying that all sub-contractors have a valid City Business License. Once determined, a staff report will need to be generated to recommend the award of a Construction Contract.
3. The CM team shall be responsible for review of completeness and quantity of all required shop drawings, product data, samples, requests for information (RFI), and other submittals ("Submittals") using Procore software. Shall coordinate with design consultant to review before transmitting their assessment of each Submittal to City staffing for final approval, and shall establish and implement procedures for expediting the processing and approval of Submittals.
4. Lead pre-construction meeting and schedule and conduct weekly construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Will prepare and promptly distribute minutes.
5. Attend and co-lead one (1) Construction Update meetings with the community. Primary purpose of this meeting is to provide pertinent updates to the community and answer any questions relating to the construction project.
6. Shall be responsible for ensuring that all building permits, special permits, if required are obtained, and that all applicable fees have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.
7. Shall review construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-time. Update the project schedule as required showing current conditions and revisions required by actual progress.
8. Shall conduct comprehensive evaluation of change order requests, provide independent estimates, render recommendations and assist in claim resolution. Shall regularly monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed

activities and work in progress, and indicating estimates for uncompleted work. Report should identify variances between actual and budgeted or estimated costs, and shall advise the City whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

9. Monitor the contractor's safety program. Take necessary steps to ensure the jobsite conditions are in compliance with OSHA regulations.
10. Maintain cost accounting records on authorized work performed under unit costs and additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
11. May develop and implement procedures for the review and processing of applications by contractor for progress and final payments. Make recommendations for certification to the City for payment.
12. Determine that the work of contractor is being performed in accordance with the contract documents. Make recommendations to the City regarding special inspection or testing of work not in compliance with the provisions of the contract documents. Consultant to provide special inspections and material inspections per recommendations. Subject to review by the City, reject work which does not conform to the requirements of contract documents.
13. The individuals, Construction Manager, and Inspector shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the contractor in the performance of the contract, and shall not be responsible for the failure of the contractor to carry out work in accordance with the contract documents. However, any errors, omissions, or discrepancies found in the Contract Documents shall be called to the attention of the City's Construction Manager and clarified prior to construction starts.
14. Consult with the City when the contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in achieving the resolution of problems, which may arise.
15. Record the progress of the project. Submit written daily and progress reports to the City. Keep daily logs containing a record of weather, contractor's work on the site, number of workers and equipment, work accomplished, problems encountered, and other relevant data. Make the log available to the City. Prepare and send Weekly Statement of Working Days to the contractor. Monitor contractor's compliance with labor code requirements.
16. Maintain, at the job site, records of contract documents including drawings, addenda, change orders, and other modifications of plans and specifications marked to show all changes made during construction. Maintain as-built records of underground utilities, including locations and depths of trenches. At the completion of the project, deliver to the City all contract documents including as-built records.
17. Evaluate the completion of the work of the contractor and make recommendations to the City when work is ready for final inspection. Assist the City in conducting final inspections.
18. Facilitate and coordinate inspection by representatives of other agencies.
19. Schedule and coordinate special inspection and material testing with the County of Orange or other consultants.

20. Assist City with project budget tracking by funding source to ensure progress payment applications are applied appropriately to correct funding sources.
21. Assist City with submission of narrative and financial reports on the progress and activities of the project to grant agencies.
22. Provide a Site Utilization Plan for each project.
23. Shall monitor and enforce prevailing wage forms and requirements for conformance to the prevailing wage rates on a weekly basis. Shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll and shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments.
24. Shall coordinate and assist the City's Community Work Force Agreement (CWA) Consultant to monitor and enforce the CWA forms and requirements to ensure compliance. Verification should be provided with the monthly progress payments.
25. The CM shall be responsible for all project closeout items, such as: As-Built plans and related documentation, punch list completion, commissioning, warranty requests during the one-year period. Shall schedule and oversee the warranty repair. Should include site visits as requested by the City to look at defects or imperfection to determine if it is a warranty issue.

The city reserves the right to add or reduce some of the above tasks and duties as it sees fit. The consultant, serving as staff extension, shall remain sufficiently flexible to meet the needs of the City and of the project.

Plan Check & Permits:

Construction drawings shall be in accordance with the 2022 California Building Code and will require review/approval by the City Planning and Building Agency.

Additional Services – ALL PROJECTS

TASK 1: Total Project Schedule

1. Provide, maintain, and monitor a total project schedule for all four projects: Main Library Renovation, Newhope Library Renovation, Delhi Center Library Branch, and Outdoor Library at Jerome Park. The selected consultant shall assist with project phasing and ensuring that the Newhope Library Renovation and Delhi Center Library Branch projects are complete prior to the closing of the Main Library to ensure continuity of services to Santa Ana residents.

IV. PAYMENT AND INVOICING:

Selected Consultant shall invoice the City based on time and material according to the City's standard invoice template. Tasks and hours shall be clearly identified and all rates must match those included in the approved agreement.

V. FEE PROPOSAL :

In addition to Section IV.B.3 (Submittal Requirements: Fee Proposal) fee schedule shall be structured to correspond to the above mentioned tasks as follows:

Main Library Renovation

Task 1: Constructability Review

- Subtasks

Task 2: Construction Management and Inspection Services

- Subtasks

Total Fee: _____

Newhope Library Renovation

Task 1: Construction Management and Inspection Services

- Subtasks

Total Fee: _____

Delhi Center Library Branch

Task 1: Construction Management and Inspection Services

- Subtasks

Total Fee: _____

Outdoor Library at Jerome Park

Task 1: Construction Management and Inspection Services

- Subtasks

Total Fee: _____

Additional Services – All Projects

Task 1: Total Project Schedule

Total Fee: _____

Fee schedule for each task should include an hourly breakdown that corresponds to the task total.

City Responsibilities

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

- Furnish scope of work and provide general direction as needed for the assigned project

- All plan check coordination within the City
- Advertise, award, and execution of construction contract
- Electronic files (sample plans & specifications, City of Santa Ana's CADD Standards)
- Electronic files for title sheets and sheet borders
- Facilitate meeting space and coordination and City facilities
- Facilitate City Permits and HRC Coordination

CONSULTANT RESPONSIBILITIES:

- Consultant shall provide all required insurance as outlined in Attachment 2 of this RFP.

EXHIBIT "A-1"
FEDERAL CONTRACT PROVISIONS

EXHIBIT "A-I"
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including, but not limited to, the federal contract provisions in this Exhibit "A-I".

1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Contract Documents include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: If this Agreement meets the definition of a "federal assisted construction contract" in 41 CFR § 60-1.3, Consultant agrees as follows during the performance of this Agreement:

(i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(iv) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Consultant and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction

contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee) for this project; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by CSLFRF.

(d) Appendix II to Part 200 (D) – Copeland “Antti-Kickback” Act: Not applicable to this Agreement since it is funded by CSLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Consultant, such sums as may be determined to be necessary to satisfy any liabilities of Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(iv) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The

Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Consultant must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency..

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:

(i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension:

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this Agreement are not debarred, disqualified,

or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(I) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Consultant shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

(a) Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

(c) Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

3. COMPLIANCE WITH U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

(a) Maintenance of and Access to Records. Consultant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Consultant agrees to provide the City, Treasury Office of Inspector General and the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records (electronic and otherwise) of the Consultant which are directly pertinent to this Agreement for the purposes of conducting audits or other investigations. Records shall be maintained by Consultant for a period of five (5) years after completion of the Project.

(b) Compliance with Federal Regulations. Consultant agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including, without limitation, the following:

(i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

(ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

(iii) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

(iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(v) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

(vi) New Restrictions on Lobbying, 31 C.F.R. Part 21.

(vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

(c) Compliance with Federal Statutes and Regulations Prohibiting Discrimination. Consultant agrees to comply with statutes and regulations prohibiting discrimination applicable to the CSLFRF program including, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(d) False Statements. Consultant understands that making false statements or claims in connection with the CSLFRF program is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(e) Protections for Whistleblowers.

(i) In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(ii) The list of persons and entities referenced in the paragraph above includes the following:

- Congress;
- (1) A member of Congress or a representative of a committee of Congress;
 - (2) An Inspector General;
 - (3) The Government Accountability Office;

(4) A Treasury employee responsible for contract or grant oversight or management;

(5) An authorized official of the Department of Justice or other law enforcement agency;

(6) A court or grand jury; or

(7) A management official or other employee of Consultant, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

(f) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles, and encourage its subcontractors to do the same

(g) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Consultant should establish workplace safety policies to decrease accidents caused by distracted drivers.

(h) Assurances of Compliance with Civil Rights Requirements. The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to the Project, including, but not limited to, the following:

(i) Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

(ii) Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, are limited in their English proficiency. Consultant understands that the denial of access to persons to its programs, services and activities because of their limited proficiency in English is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964. Accordingly, Consultant shall initiate reasonable steps, or comply with Treasury's directives, to ensure meaningful access to its programs, services and activities to LEP persons. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary to ensure effective communication in the Project.

(iii) Consultant agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

(iv) Consultant acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees and assignees for the period in which such assistance is provided.

(v) Consultant agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Consultant and the Consultant's subcontractors, successors, transferees and assignees:

The subcontractor, successor, transferee and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also extends protection to persons with "Limited English proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).

(vi) Consultant understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Consultant, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Consultant for the period during which it retains ownership or possession of the property.

(vii) Consultant shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Consultant shall comply with information requests, on-site compliance reviews, and reporting requirements.

(viii) Consultant shall maintain a complaint log and inform the Department of the Treasury of any accusations of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Consultant must also inform the Department of the Treasury if Consultant has received no complaints under Title VI.

(ix) Consultant must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Consultant and the administrative agency that made the finding. If the Consultant settles a case or matter alleging such discrimination, Consultant must provide documentation of the settlement. If Consultant has not been the subject of any court or administrative agency finding of discrimination, please so state.

(x) If Consultant makes sub-awards to other agencies or other entities, Consultant is responsible for assuring that sub-recipients also comply with Title VI and all of the applicable authorities covered in this assurance.

EXHIBIT "B"



CITY OF SANTA ANA

Constructability Review, Construction Management
& Inspection Services for Library Capital Projects

FEBRUARY 22, 2023



HALF MOON BAY LIBRARY



SALINAS EL GABILAN BRANCH LIBRARY



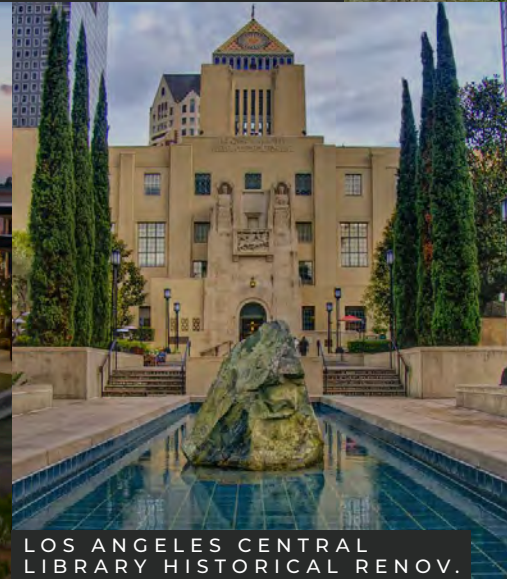
HALF MOON BAY
LIBRARY



FULLERTON MAIN
LIBRARY RENOVATION



YORBA LINDA LIBRARY &
CULTRAL ARTS CENTER



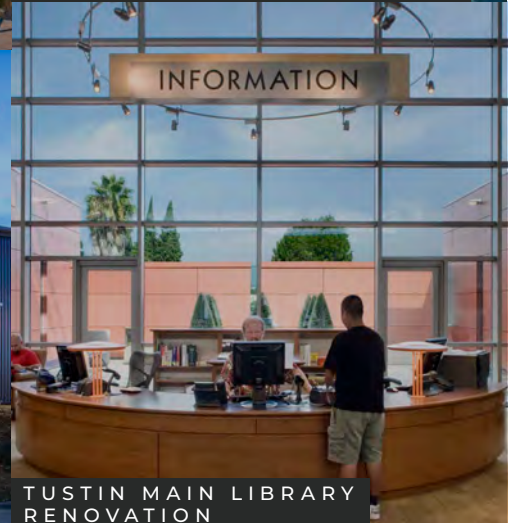
LOS ANGELES CENTRAL
LIBRARY HISTORICAL RENOV.



CUPERTINO LIBRARY
EXPANSION



QUARTZ HILL LIBRARY



TUSTIN MAIN LIBRARY
RENOVATION

TABLE OF CONTENTS

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2. Scope of Services & Schedule	25
3. Certifications & Attachments	30

CONFIDENTIAL

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

DO NOT RELEASE WITHOUT GRIFFIN STRUCTURES' CONSENT & REDACTIONS

Why Griffin Structures?



Headquartered in Orange County, with several local projects completed both within, for, and adjacent to the City of Santa Ana, including the Delhi Community Center & Park



Unparalleled, library / renovation portfolio including several of the most high-profile libraries in the state



42 years of demonstrated public sector experience



Experienced in offering innovative time saving opportunities coupled with unique approaches to prevent future potential time impacts



Team of highly experienced construction field personnel, certified by the Construction Management Association of America (CMAA)



Trained as builders who think like owners, offering thorough technical review of project documents to unlock opportunities for innovation & savings

SECTION NO.01

**HALF MOON
BAY LIBRARY**

\$24.5M | 22,000 SF

Public Library; Net Zero Building;
LEED Platinum; AIA/ALA Library
Building Award, APWA National
Project Award

Statement of Qualifications



February 22, 2023

City of Santa Ana
Sean Thomas

RE: RFP for Library Capital Projects Constructability Review, Construction Management & Inspection Services

Dear Sean Thomas & Evaluation Team,

As Griffin Structures celebrates 42 years of providing award-winning Program and Construction Management (PMCM) services, we are pleased to submit our Proposal to the City of Santa Ana to provide On-Call Construction Management Services. As you will discover within our qualifications package, our demonstrated team is uniquely qualified to deliver any-and-all project types given our diverse portfolio, City knowledge, local presence, wealth of internal resources, and public agency expertise.

Griffin Structures is well versed in virtually every project type including:

Library + Cultural	Administrative + Office	Community + Senior Centers	Public Safety + Justice
Parks + Recreation	Affordable + Interim Housing	Maintenance + Infrastructure	Medical, Ed + Other

Unlike our competitors, Griffin was founded as a developer and can offer the following services:

Project Management	Strategic Consulting	Development Management	Project Delivery
Construction Management	Real Estate Consulting	Financial Services	Staff Augmentation

TO SUMMARIZE, WE OFFER THE FOLLOWING KEY BENEFITS:

- A team inclusive of public sector Construction Managers, former Public Works Inspectors, well-versed in both the extensive renovation and new construction of public libraries and community-focused facilities including historical facilities.
- A team that has helped to shape the Santa Ana landscape by partnering with local government. Representative impressive accomplishments include construction for Griffin Towers, Bowers Museum & Kidseum; Development Services Center, renovations to Ross Annex, Delhi Community Center & Park; as well as city-wide oversight of 25 CIP park restorations followed by a successful completion of the Orange County Civic Center Complex Project.
- A team with a dedicated Pre-Construction division, offering the ability to engage in advanced programming, cost estimating, scheduling, value engineering, and much more.
- A team that is well-versed in the intricate process of balancing multiple projects and strategic planning to ensure timely completion. We are also knowledgeable about outdoor spaces, preservation of historical facades of as well as experienced with modernizing libraries - understanding both their traditional value and contemporary needs.

At Griffin Structures, we understand our clients deserve only the best. That is why it is our priority to provide pricing that remains competitive and staff of an incomparable caliber. We take pride in asking ourselves "What is our true value-added proposition for the City of Santa Ana?" The answer lies with our people - highly experienced project managers who come equipped with a unique combination: construction expertise coupled with a mindset rooted firmly within ownership roles. Our team brings creative solutions, alternative delivery options, and a pledge to provide Excellence in Project Delivery for each and every project.

We hereby acknowledge receipt of all addenda and look forward to serving you,



Jon Hughes, President & Principal-In-Charge

P: (949) 444-1615 | E: jhughes@griffinstructures.com

Contract Agreement Statement

We have reviewed the Agreement of Services for the City of Santa Ana and have included the proposed exceptions and deviations below.

- At 3.2.2, add a 7th sentence (between the existing 4th and 5th sentences) that states “Consultant reserves the right to assess a 1 ½ % per month (18% per year) service charge on any non-disputed unpaid balances over 60 days outstanding.”
- At 3.3.6, replace (Alan Loomis, Principal) with (Jon Hughes, President)
- At 3.3.8, 5th line, change “warrants” to “represents”
- At 3.3.11.3 (A), 2nd line, delete “agents, and volunteers”
- At 3.3.11.3 (A), 9th/10th lines, delete “or the coverage reduced”
- 3.3.11.3 (B), 2nd line, delete “or the coverage reduced”
- 3.3.11.3 (C), 2nd line, delete “or the coverage reduced”
- 3.3.11.3 (D), 2nd line, delete “or the coverage reduced”
- Also at 3.3.11.3 (D), delete “agents, and volunteers” at end
- At 3.3.11.4, delete “agents, or volunteers”
- At 3.3.11.5, delete “agents, and volunteers”
- At 3.3.11.6, delete “agents, and volunteers”
- At 3.3.11.12, 5th/6th lines, delete “agents, and volunteers”
- At 3.3.11.12, 8th/9th lines, delete “agents and volunteers”
- At 3.6.1, 1st/2nd lines, delete “defend (with counsel of City’s choosing)”
- At 3.6.1, 2nd/3rd lines, delete “volunteers, and agents free and”
- At 3.6.1, 5th line, replace “in any manner arising out of, pertaining to, or incident to any ” with “as caused by negligent”
- At 3.6.1, 11th-13th lines, delete “and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.”
- At 3.6.2, delete this subsection and instead add the following sentence at the end of 3.6.1: “Consultant’s indemnification obligation shall be limited to claims that are caused by the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant’s liability for such claim, including the cost to defend, shall not exceed the Consultant’s proportionate percentage of fault.”
- At 3.7.4.4, 1st line, delete “defend”
- At 3.7.4.4, 2nd line, delete “volunteers and agents free and”
- At 3.7.4.4, 4th line, delete “patent”

Aside from the exceptions taken above, we are ready, willing, and able to discuss and negotiate a contract in good faith with the City and its legal counsel as soon as possible.

FIRM TEAM & EXPERIENCE

We are a diversified Project and Construction Management firm with a stellar reputation within the public sector spanning over four decades. With experience on over 40 libraries and 300+ community facilities, we manage the entire process to deliver facilities that protect and revitalize aged and often centuries-old structures which serve as a legacy to the communities of which our clients serve.

In this proposal, you will notice a clear understanding of both the Scope of Work required, as well as any additional services necessary to ensure the successful delivery of the City of Santa Ana's Library Capital Projects.



PRE-CONSTRUCTION SERVICES

- Needs Assessment
- Program Management
- Space Planning
- Site Selection
- Project Budgeting
- Design Management
- Constructability Review
- Scheduling
- Value Engineering
- Total Project Budgeting
- Contractor Procurement
- Bid Management

CONSTRUCTION SERVICES

- Construction Management
- Owner's Representative
- Budget Management
- Contractor Oversight
- Document Control
- Quality Assurance/Control
- Sustainability Management
- Safety Management
- RFI & CO Management
- FF&E Procurement/Coord.
- Commissioning & Closeout

Griffin Structures has considerable experience with all of the following disciplines:

- Architectural
- Civil Engineering
- Structural Engineering
- Geotechnical
- Environmental
- Cost Estimation
- Library Programming

LIBRARIES + HISTORICAL RENOVATIONS

#	PROJECT NAME	RELEVANCY
1	Los Angeles Central Library	Library, Historical Renov.
2	Santa Cruz Downtown Library	Library, Renovation
3	Yorba Linda Library & Cultural Arts Center	Library
4	Fullerton Main Library Renovation	Library
5	Half Moon Bay Library	Library
6	Tustin Main Library	Library
7	Salinas El Gabilan Branch Library	Library
8	Northeast Stockton Library & Community Center	Library
9	Quartz Hill Library, County of Los Angeles	Library
10	Cupertino Library	Library
11	Pomona Water Resources Headquarters & Yard	Historical Renovation
12	Billingsgate Market, London, United Kingdom	Historical Renovation
13	Downtown Women's Center	Historical Renovation
14	Langham Hotel, London, United Kingdom	Historical Renovation
15	Hotel Casa Del Mar, Santa Monica	Historical Renovation
16	Port Theater, Corona Del Mar	Historical Renovation
17	845 S. Figueroa Office Building, Los Angeles	Historical Renovation
18	832 Francisco Office Building, Los Angeles	Historical Renovation
19	Olympix Fitness, Long Beach	Historical Renovation
20	Watsonville Main City Library	Library
21	Eastvale Civic Center & Library	Library
22	Hesperia City Library	Library, Renovation
23	Bloomington Branch Library	Library
24	Newport Beach Mariners Branch Library	Library
25	San Bernardino County Law Library	Library, Renovation
26	Monarch Bay Shoreline Development & Library	Library
27	Willowbrook Library Programming	Library, Renovation
28	Yucaipa Library Programming	Library, Renovation
29	Colton Civic Center & Library Programming	Library, Renovation
30	Hermosa Beach Library Programming	Library, Renovation
31	El Centro Library Programming	Library, Renovation
32	Castiglion del Bosco, Tuscany, Italy	Historical Renovation
33	La Canada Flintridge Renovation	Renovation



Langham Hotel: 200+ year old high-profile historical renovation within the heart of London



Los Angeles Central Library Historical Renovation: High-profile public library historical renovation, originally constructed in 1926



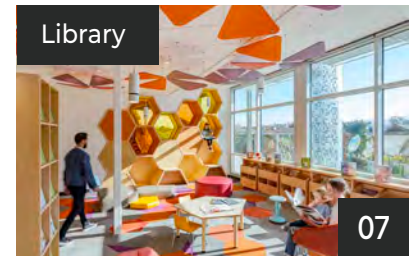
Yorba Linda Library & Cultural Arts Center: High-profile public library completed 2021, \$52,000,000



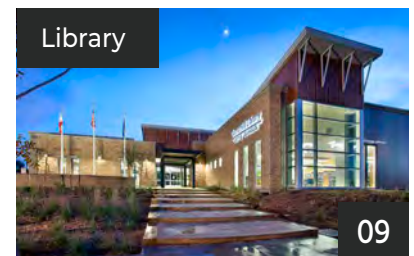
Castiglion del Bosco: 1000+ year old renovation, project and construction mgmt (developer), \$560,000,000



Half Moon Bay Library: High-profile public library, Net Zero, LEED Platinum, project and construction management



Salinas El Gabilan Branch Library: High-profile public library, project and construction management (developer)



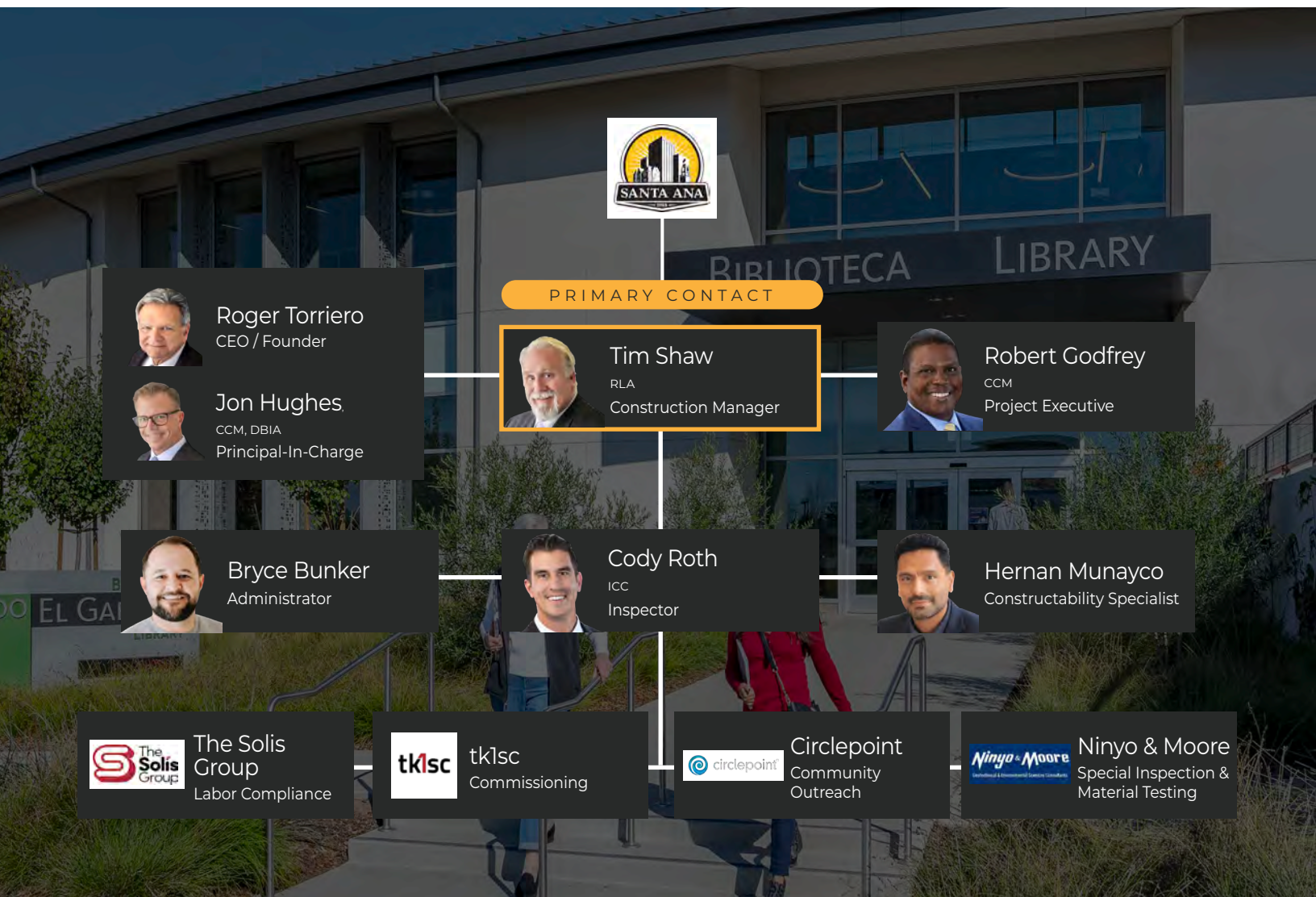
Quartz Hill Library, County of Los Angeles: High-profile public library, project and construction management (developer)

Team Organization

In order to offer the highest value to the City of Santa Ana, we have included a highly experienced, comprehensive team of individuals and firms to provide specialty services for this City project. All of our proposed team members are able to perform the services listed in the RFP. Our team will be comprised of the following individuals.

Jon Hughes will serve as our Principal-In-Charge, providing high-level oversight to ensure client satisfaction is achieved throughout the duration of our services. Robert Godfrey will provide leadership to the project team as Project Executive being intimately involved during pre-construction efforts. Tim Shaw, Sr. Construction Manager, will be the primary contact for all projects and keeper of the master schedule for all four projects. Cody Roth will serve as the Inspector; Cody brings a wealth of knowledge as a former building inspector and construction manager.

Please refer to section 3 to view our resumes.





Representative Experience:

1. Delhi Community Center & Community Park, Santa Ana, CA
2. Yorba Linda Library & Cultural Arts Center, CA
3. El Gabilan Branch Library, Salinas, CA
4. Cupertino Library Expansion, CA
5. Half Moon Bay Library, CA
6. Santa Clarita Canyon Country Community Center, CA
7. Northeast Stockton Library & Community Center, CA
8. Santa Cruz Downtown Library, Housing, Mixed-Use Project, CA
9. County of Los Angeles, Quartz Hill Library, CA
10. Discovery Cube Science Center Santa Ana, CA
11. Samueli Academy, Santa Ana, CA
12. County of Orange Civic Center North & South, Santa Ana, CA
13. Pretend City Children's Museum, Irvine, CA
14. Tustin Main Library Renovation, CA
15. Fullerton Main Library Renovation, CA

ROGER TORRIERO CEO & FOUNDER

Years of Experience: 48

Education: Master of Architecture, Accademia di Belle Arti di Firenze, Italia; Bachelor of Architecture, Syracuse University, New York

Certificates/Licenses: California Contractor License, #793600, Class B

Roger has led the pre-design, design, and construction for all Griffin projects, including real estate development, finance, design, and construction. Roger provides specialized expertise in the realization of challenging projects as an expert in forward planning, finance, entitlements, project delivery methodologies, and community-based participatory planning.

As President & CEO, Roger will provide invaluable insight to the project team, ensuring your expectations are met throughout the duration of our services.





Representative Experience:

1. Yorba Linda Library & Cultural Arts Center, CA
2. El Gabilan Branch Library, Salinas, CA
3. Cupertino Library Expansion, CA
4. Half Moon Bay Library, CA
5. Santa Clarita Canyon Country Community Center, CA
6. Northeast Stockton Library & Community Center, CA
7. Santa Cruz Downtown Library, Housing, Mixed-Use Project, CA
8. County of Los Angeles, Quartz Hill Library, CA
9. Hesperia City Library, CA
10. Discovery Cube Science Center Santa Ana, CA
11. Samueli Academy, Santa Ana, CA
12. County of Orange Civic Center North & South, Santa Ana, CA
13. Pretend City Children's Museum, Irvine, CA
14. Tustin Main Library Renovation, CA
15. Fullerton Main Library Renovation, CA

JON HUGHES, CCM, DBIA PRESIDENT & PRINCIPAL-IN-CHARGE

Years of Experience: 30

Education: Bachelor of Science, Westmont College

Certificates/Licenses: Certified Construction Manager (CCM); DBIA Associate; CA Contractor License 793600, Class A

Jon Hughes leads the day-to-day management of our project team to ensuring our client's needs are met throughout the duration of our services, offering leadership in pre-construction, bid and contract review, safety, site evaluation, quality and cost controls, change order review, schedule review and enforcement, site staging, off-sites and grading, inter-Contractor coordination, punch list, and turnover.





Representative Experience:

1. Half Moon Bay Library, CA
2. Rancho Palos Verdes, Ladera Linda Community Center & Park, CA
3. Rancho Palos Verdes Civic Center, CA
4. Santa Clarita Canyon Country Community Center, CA
5. Jurupa Area Recreation & Park District, Vernalia Park Expansion & Community Center, CA
6. Quail Hill Community Center, Irvine, CA
7. Linc Housing, El Monte, CA
8. Linc Housing, Hifi Collective, Los Angeles, CA
9. Weingart Whittier Blvd. Housing Renovation, CA
10. Weingart The Willows Housing Renovation, Gardena, CA
11. Lawndale Community Center, CA
12. Buena Park Navigation Center, Orange County, CA
13. Jordan Downs Housing Redevelopment, Los Angeles, CA
14. MidPen Housing, Shirley Chisholm Village, San Francisco, CA
15. Bridge Housing, Long Beach Atlantic Farms Community, CA

ROBERT GODFREY, CCM PROJECT EXECUTIVE

Years of Experience: 22

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

Certificates/Licenses: Certified Construction Manager (CCM); Construction Management Association of America, Member

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



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PRIMARY CONTACT



Representative Experience:

1. Half Moon Bay Library, CA
2. Carlsbad Police & Fire HQ Renovation Project (Safety Center), CA
3. Inglewood Emergency Operations Center Renovation, CA
4. Santa Ana River Trail Pocket Park, Orange County, CA
5. Marguerite Aquatics Complex & Site Renovation, Mission Viejo, CA
6. Long Beach Atlantic Farms Bridge Housing Community, CA
7. Pomona Water Resources Headquarters, Yard & Historical Renovation, CA
8. Tustin Transitional Shelter, CA
9. Tustin Water Administration Building, Corporate Yard & Emergency Operations Center, CA
10. Tustin Peppertree Park, CA
11. San Clemente Aquatics Center, CA
12. Pier Bowl Upgrades, San Clemente, CA
13. San Geronio Park Renovation, San Clemente, CA

TIM SHAW, RLA
CONSTRUCTION MANAGER

Years of Experience: 23

Education: Master of Landscape Architecture, Ball State University; Bachelor of Science, Geography / Geology Minor, Indiana State University

Certificates/Licenses: Registered Landscape Architect, RLA #5075

Tim Shaw is an accomplished Program and Construction Manager and registered Landscape Architect. His specialized expertise encompasses professional design and technical oversight for the management of community-focused public facilities and renovations. Within his role, Tim ensures costs remain within budget and schedule, including oversight of plans and specifications, Contractor procurement/bidding, and construction monitoring. Former Landscape Architect for the City of San Clemente, Tim Shaw also brings an adept understanding from the perspective of the client.



1



2



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Representative Experience:

1. Santa Clarita Canyon Country Community Center, CA
2. Tustin Main Library, CA
3. Newport Beach Central Library Lecture Hall, CA
4. San Marino Community Center & Historical Renovation, CA
5. Tustin Council Chambers, CA
6. Hoag 3-Story Office Building, Tustin, CA (Public Works Inspector)
7. The Village at Tustin Legacy & Office Space (16 Buildings), CA (Public Works Inspector)
8. Bank of America & Office Space, Tustin, CA (Public Works Inspector)
9. Wagly Pet Campus & Office Space, Tustin, CA
10. Esencia Sports Park Rancho Mission Viejo, CA
11. South Gate Urban Orchard, CA
12. Laguna Beach Village Entrance & Historical Renovation, CA
13. LANLT, Wishing Tree Park, Tustin, CA
14. Tustin Peppertree Park, CA
15. Laguna Beach Animal Shelter, CA (Public Works Inspector)

CODY ROTH, ICC INSPECTOR

Years of Experience: 14

Education: Santa Ana College, Fire Science Degree; Rio Hondo College, Fire Academy Graduate; Saddleback College, Various Building Inspector Courses

Certificates/Licenses: International Code Council B-1 Building, E-1; Electrical; P-1 Plumbing; CAL OES Safety Program (ID#77558)

Cody Roth has a wealth of experience in community, green space projects, both as a Program/Construction Manager, and as an Inspector for multiple agencies throughout his career. His project background also includes horizontal infrastructure projects as well as vertical construction including municipal, commercial, medical, and residential new construction and/or renovation.

Cody's building knowledge, attention to detail, superior customer service, and problem-solving skills all further contribute to his success as Program/Construction Manager and Inspector for Griffin Structures.





Representative Experience:

1. Linc Housing, El Monte, CA
2. Weingart Whittier Blvd. Housing Renovation, CA
3. Weingart The Willows Housing Renovation, Gardena, CA
4. Irvine Campus Housing Authority, University Hills Areas 11 & 12, CA
5. GHC Properties, Gillette Trails Apartments, CA
6. Irvine Campus Housing Authority, Miramonte Rental Townhomes, CA
7. GamePlan, Grant Avenue Residences, Novato, CA
8. C33, Barton Place, Cypress, CA
9. Alhambra Place, Shea Properties, CA (260 Units, 140,000 SF)
10. La Entrada, PSAV, Coachella, CA (7,800 Units)
11. Vantis, Shea Properties, Aliso Viejo, CA (490 Units)
12. The Village at Los Alamitos, Highland Pointe Partners, CA (133 Units)
13. Anaheim Hills Apartments, Province Group, CA (180 Units)

BRYCE BUNKER ADMINISTRATOR

Years of Experience: 17

Education: Master of Urban & Regional Planning, University of California, Irvine; Bachelor of Arts, Environmental Studies, University of Redlands

Certificates/Licenses: Urban Land Institute; University of California, Irvine, Planning Mentorship Program

Bryce Bunker is highly experienced in assisting clients through planning, design, entitlement, and construction. Bryce offers expeditious oversight and control of all project details, technical documents, schedule, and budget in order to develop an integral roadmap of which he implements and oversees to ensure client and project success. A skilled communicator, Bryce collaborates directly with managing partners and jurisdictional agencies to obtain all necessary approvals, permits, and consensus throughout the lifecycle of each project. Prior to construction, Bryce prioritizes the review and outline all conditions of approval, compliance, and mitigation measures, followed by the frequent monitoring of field work to ensure compliance.





Representative Experience:

1. Cupertino Library Expansion, CA
2. Santa Cruz Downtown Library, Housing & Mixed-Use Project, CA
3. Northeast Stockton Library & Community Center, CA
4. Salinas Hebborn Family Center & Recreational Facilities, CA
5. AO LATAM Community Center & Headquarters, Mexico City, Mexico
6. Gregory Building Community Center, Hollywood, CA
7. ODD Community Services Building, Mexico City
8. EC Hispanic Media Headquarters, Norwalk, CA.
9. DTLA One Midnight Mission Homelessness Supportive Housing, Los Angeles, CA
10. Green Dot Oscar De La Hoya Charter High School,
11. Los Angeles, CA
12. Green Dot Animo Leadership Charter High School, Inglewood, CA
13. Hawthorne High School Upgrades., CA

HERNAN MUNAYCO CONSTRUCTABILITY SPECIALIST

Years of Experience: 23

Education: Bachelor of Architecture, Southern California Institute of Architecture (SCI-Arc)

Certificates/Licenses: General Contractor License B

Hernan Munayco's work includes in Building Types I,II,III & V with budgets up to \$85M in public and private projects,, including non-profit, commercial, mixed-use, ground-up buildings, civil work and adaptive re-use / tenant improvement, highlighted by international work experience. With 20 years' experience, he has been involved in the overall process through a variety of projects types and sizes, enabling him to provide cost/schedule/project oversight, formally trained in architecture and as a licensed General Contractor.



1



3



2



The Solis Group (TSG), established in 1992, is a multi-disciplined consulting company providing construction program/project management support services for large-scale infrastructure programs across the United States.

In addition to educating Contractors on labor requirements and establishing parameters pertaining to the primary go-between for project stakeholders, we ensure proper effort is focused on meeting the City's hire targets. This includes certifying workers and connecting them with the opportunities that best match their skills, as well as PLA administration, labor compliance, outreach, and M/W/SBE tracking.



GARRETH SAIKI, P.E., G.E. | SPECIAL INSPECTIONS, PRINCIPAL ENGINEER

Years of Experience: 35

Education / Certs: Master of Business Administration, University of California, Davis; P.E. 49665, California; G.E. 2509, California; Nuclear Gauge Operator Certification

As a Principal Engineer for Ninyo & Moore, Mr. Saiki coordinates and conducts geotechnical evaluations for residential, commercial, and public facilities, including highways, railroads, airports, pipelines, public and private buildings, and bridges; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports; and provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, reviews laboratory results, project plans and specifications; and performs project administration and management.

Representative Experience:

- Manhattan Beach Library, CA
- Fire Station No. 82 & No. 78, Los Angeles, CA
- County of Los Angeles, Department of Public Works On-Call, CA
- Hollywood Multipurpose Intergenerational Center, CA
- San Fernando Valley Family Support Center, Van Nuys, CA
- Westminster Parks Projects, Westminster, CA
- 30+ Additional Projects





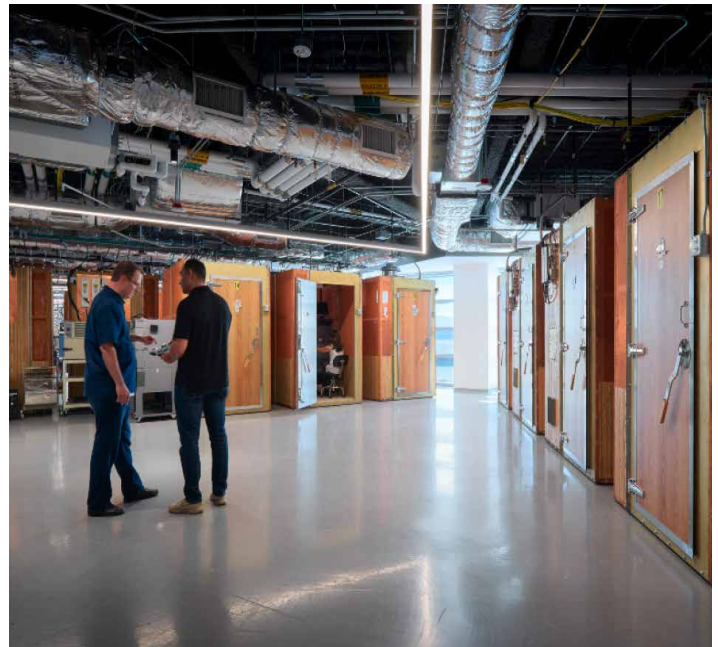
Should the City wish to engaged enhanced Community Outreach services, Circlepoint is ready to provide public outreach advocacy (marketing and communication tools) for the City's project(s). Located in Orange County, Circlepoint can provide services including, but not limited to:

Community design workshops	E-blasts
Stakeholder presentations	Fact sheets
Pop-up events	Website content
Social media mgmt.	Press releases
Newsletters	Stakeholder updates
	Quarterly updates



For Commissioning, tk1sc is ready to perform services required to satisfy commissioning requirements of the Owner, CalGreen/Title-24 and LEED Fundamental and Enhanced. The tk1sc Commissioning team is solely dedicated to building commissioning and will advocate for the City, providing assurances for proper installation and operation of the building systems. tk1sc's summarized approach includes:

- Understanding building systems design intent
- Verifying test & balance reports
- Reviewing operations & maintenance (O&M)
- Managing processes via the cloud

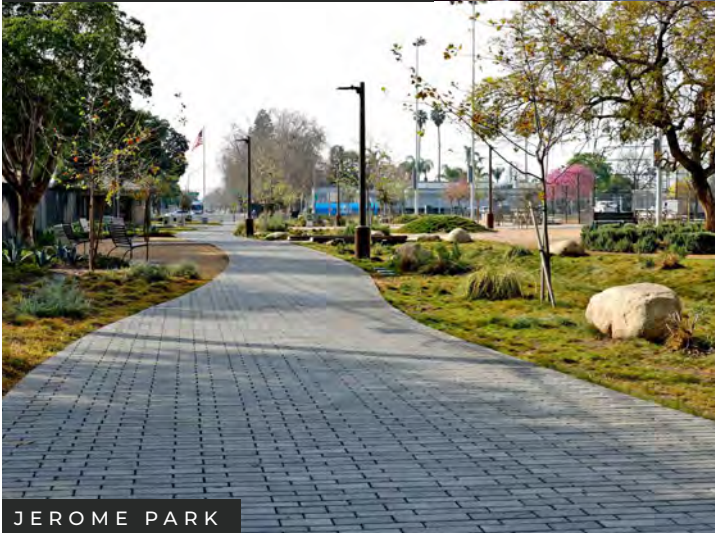




DELHI COMMUNITY CENTER



MAIN LIBRARY



JEROME PARK



NEWHOPE BRANCH LIBRARY

Understanding of Need

Griffin understands the City of Santa Ana is seeking to remodel four libraries, and it is key that the Delhi and Newhope branches are completed before the Main Library construction starts. With this schedule criteria, the City is seeking a Construction Management team that will act as an extension of staff helping to maintain the critical project schedule. Our team understands the public process and staff sensitivity to the community being able to maintain access to library resources through this capital improvement program. This complex project requires a team of professionals who have successfully completed this project type and multiple civic projects before - that is Griffin Structures.

Within section 2, we have prepared a resource allocation schedule showing our staffing assumptions by Library project. Griffin has assume the Construction Manager will be allocated full-time to support all four projects with support from the Inspector, Contract Administrator, and a Library Constructability Review Specialist as needed.

Strategic Considerations

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

What strategies can be implemented to alleviate potential supply chain issues that could affect the project?

Working in this challenging supply chain environment, significant impacts to many capital improvement projects have arisen for a variety of projects. To mitigate these impacts, Griffin has found success in the issuance of early limited Notices to Proceed (NTP) to allow Contractors to submit shop drawings and initiate purchase of long lead items before construction begins. In doing so, we have found that potential delays and disruptions to construction progress can be mitigated. This strategy, combined with a thorough and detailed phasing plan, will be key to the success of these projects.

How might the City be protected against potential change orders related to unforeseen conditions?

Whenever a project involves the renovation of an operational, existing building, there are challenges related to unforeseen conditions. One strategy we have found successful is the inclusion of destructive investigation into the bid documents. This strategy could also be combined with a fixed allowance carried by all bidders for potential impacts pertaining to hidden conditions contained in walls or ceilings. By anticipating this effort prior to the start of work, the City will benefit from a clear understanding of the work involved before impacting the use of the facility in order to strategize accordingly.

How can the City be assured the proposed work does not impact the continued use of the existing Libraries/Facilities?

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

What are some key strategies to meeting the desired schedule?

When implementing a program with multiple projects and milestones which depend on one another, it can be beneficial to bid multiple projects together to a single Contractor so they are responsible for the overall schedule and the economies of scale help to attract more qualified Contractors. The approach of using a single Contractor also improves the subContractor pool and interest benefiting the budget and project staffing.

Approach

We approach each project with the perspective of an Owner and the insight of a Contractor. Based on our unique blend of experience as both public agency construction managers and at-risk fee developers, Griffin has the unique ability to provide enhanced services to its clients. Similar to an Owner, we approach every project with the perspective that it is our money, our schedule, and our facility that is being developed. Similar to a Contractor, we have the extensive field experience to understand the mindset of a Contractor, the often-hidden decision-making process, and an in-depth understanding of the technical issues faced by a Contractor. With these two key components, we provide construction management services to ensure a successful project of the highest quality.

Initial Assessment

Griffin begins every project with a comprehensive Initial Assessment. This assessment provides the City with a fresh perspective on all aspects of the project and allows Griffin to assess the priorities for executing our services strategically. Typically, we find that this initial assessment results in the immediate need for one or both of the following tasks:

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

However, should the initial assessment phase unearth other project needs, or if the City has a priority list already established (like jumping into a constructability review), we will adjust our initial task items accordingly. It is already clear that a total project schedule is paramount to the City needs.

Identify Project Objectives

Once this initial assessment and resolution effort are achieved, Griffin will then move toward establishing a standard protocol for the entire project team. We have found that clarity and consistency in direction are the most significant features of establishing a successful project protocol. To achieve this level of clarity and consistency, Griffin will first establish a clear understanding of City policies and protocols. Given our extensive experience within the public sector, we can effectively mold our approach to our Client and become an extension of City staff. With that in mind, we establish protocols for all aspects of the project.

With a two-part approach, Griffin will effectively execute a comprehensive project assessment that will serve as the guiding principles for the project moving forward. Once the Initial Assessment period is completed, we will employ the following four fundamental aspects of our approach: Communication and Document Control, Schedule Management, Financial Controls, and Quality Assurance.

Communication Protocol

Building on the project objectives identified in the initial assessment, we will then begin establishing standardized communication protocols. These protocols are critical in a project of this size and scope. Accordingly, Griffin will establish a clear line of communication between the team members which can later be utilized during the construction process. Working closely with the City, Griffin will identify proper communication channels between the field (Contractors and Inspectors) and support team (Design Team, Multi-Disciplinary Engineers, and City) to ensure seamless communication throughout the duration of the project.

Document Management

Griffin Structures employs the use of Submittal Exchange for all project document controls. This system is comprehensive, adaptable, straightforward, and easy to use. By utilizing this cloud-based format, Griffin Structures can 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.

Schedule Management

As with communication and document control, schedule management and efficient construction production relies on multiple factors, for which Griffin has an established protocol. Griffin will begin by producing a comprehensive master project schedule. This schedule will include all aspects of the project including, but not limited to:

Design iterations	Construction phases
Design review times	Utility connections
Permitting phases	City IT installations
Contractor prequal	Punch List
Bidding	Commissioning
Contracts & insurance	Contingency

Relevant Project Experience

Half Moon Bay Library

HALF MOON BAY, CA



This library project, completed in July of 2018, included the demolition of the existing library, replaced with a new 22,000 SF library. Planning involved extensive community engagement and outreach and includes children's and teen areas, study, literacy areas, as well as a roof deck, courtyard and atrium. As the first net-zero energy building in San Mateo County, this project includes a large rooftop photovoltaic array, hydronic radiant floor heating, and countless additional sustainable features.

VALUE + SIZE

\$24M | 22,000 SF

RELEVANCY

Design-Bid-Build; Library; Public Project

CLIENT + CONTACT

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

AWARDS

Delivered \$2M Under Budget;
LEED Platinum; Net Zero;
APWA Project of the Year;
APWA National Project Award;
AIA/ALA Building Award;
San Mateo County Green Building Award

Santa Clarita Canyon Country Community Center

SANTA CLARITA, CA



This 28,000 SF, new community center and outdoor space, completed October 2021, includes four multi-purpose rooms, a gymnasium, classrooms, demonstration kitchen, fitness room, and offices. Outdoor improvements also include an outdoor marketplace (mercado) and park features including courts, event stage, playground, events garden, and perimeter trail. The adjacent Mint Canyon Channel was also redeveloped.

VALUE + SIZE

\$58M | 28,000 SF

RELEVANCY

Design-Bid-Build; Public Project

CLIENT + CONTACT

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

AWARDS

APWA BEST Project;
Peninsula Clean Energy Award

Cupertino Library Expansion

CUPERTINO, CA



This library project, completed in January of 2022, was envisioned to be a two-story addition at the southern end of the building. The existing 1,175 SF single story Children's Book area was demolished and replaced with a new 5,626 SF two-story addition that connects to the existing structure. In addition, this project expanded the size of the existing Story Room and created a multi-purpose Program Room. The new Program Room can be partitioned into smaller rooms allowing for simultaneous use.

VALUE + SIZE

\$8M | 6,000 SF

RELEVANCY

Library; Public Project

CLIENT + CONTACT

City of Cupertino
Roger Lee
Former Public Works Director
(408) 234-8494
roger.lee5@yahoo.com

County of Orange Civic Center

SANTA ANA, CA



This 20-year civic center master plan was developed and managed by Griffin Structures and completed in July of 2022. This project was intended to improve the County's operational efficiency by unifying departments in a central facility. The Administration North and recently completed Administration South encompass over 500,000 SF and was completed ahead of schedule and under budget by \$8.1M.

VALUE + SIZE

\$400M | 500,000 SF

RELEVANCY

Local Project; Public Project

CLIENT + CONTACT

County of Orange
Frank Kim
County Chief Exec. Officer
(714) 834-4304
frank.kim@ocgov.com

AWARDS

LEED Silver; Sustainable Design Award; APWA Regional Project of the Year; PCI Sustainable Design Award

Yorba Linda Library & Cultural Arts Center

YORBA LINDA, CA



The two-story 45,000 SF Library and 13,500 SF Cultural Arts Center, completed July of 2020, are centered in the downtown area of Yorba Linda. The library features play areas, collections and story time space, study and community rooms, classrooms, and retail store. The Arts Center houses a 250-seat black box theater, art and dance studios, and gallery display space. The campus-like is connected via central paseo with outdoor plazas and open space.

VALUE + SIZE

\$52M | 58,500 SF

RELEVANCY

Design-Bid-Build; Library;
Local Project; Public Project

CLIENT + CONTACT

City of Yorba Linda

Carrie Lixey

Library Director

(714) 777-2466

carrie.lixey@ylpl.org

AWARDS

ASCE Outstanding;
Community Improvement
Award; ENR Best Cultural /
Worship Project; APWA BEST
Project; CPRS Excellence in
Design, Facility Design Award

Salinas El Gabilan Branch Library

SALINAS, CA



Griffin served as the developer for this facility which was completed June of 2019 and delivered via Public-Private Partnership (P3), provided for the design, financing, construction, and delivery of the new library. Prior to final schematic design, Griffin / Swinerton's management led to a fully constructed, equipped building with learning spaces for children, teen and adults, community rooms, and a welcoming courtyard.

VALUE + SIZE

\$21M | 21,000 SF

RELEVANCY

Library; Public Project

CLIENT + CONTACT

Cary Ann Siegfried

Former City of Salinas Chief
Librarian

(972) 721-2748

csiegfried@cityofirving.org

AWARDS

Delivered \$1M Under Budget;
ENR Best Project; IEDC
Excellence in Economic
Development; Silicon Valley
Business Journal's Structures
Award

Additional Library Experience

Griffin Structures and our team have led the successful delivery of over **40** libraries throughout the state of California, including libraries with extensive renovations as part of larger City Capital Improvement Programs. The projects included below are outside of the 5-year window or have yet to be completed, we have provided a high-level overview of a variety of these projects for your review and consideration.



- | | | |
|--|--|---|
| 1. Tustin Main Library | 4. Campbell Library | 7. Los Angeles Central Library Renovation |
| 2. Quartz Hill Library | 5. Fullerton Library | 8. Watsonville Civic Center & Library |
| 3. Santa Cruz Downtown Library, Housing & Mixed-Use Facilities | 6. Northeast Stockton Library & Community Center | 9. Hesperia Civic Center & Library |

Santa Ana Experience

Griffin Structures has delivered a multitude of projects both for and within the City of Santa Ana. This includes our previous work for the Dehli Community Center as well as our namesake project, Griffin Towers, located within the City. This agency and local knowledge provides our team with an enhanced understanding of the City itself, as well as the local jurisdictional requirements and community.



1. Dehli Community Center
2. County of Orange Civic Center
3. Santa Ana City Hall Renovation
4. Griffin Towers

5. Samueli Academy
6. Discovery Cube Science Center
7. Bowers Kidseum

References

Jon Hughes | Principal-In-Charge

City of Seal Beach
Iris Lee, PE
Deputy Public Works Director
(714) 328-9760
ilee@sealbeachca.gov

San Bernardino County
Terry Thompson
Director of Real Estate
(909) 387-5282
terry.thompson@res.sbcounty.gov

Robert Godfrey | Project Executive

La Canada Flintridge
Mark Alexander
City Manager
(818) 790-8880
Malexander@lcf.ca.gov

Tom Perez
Current Project Director, Laguna Beach
Former CIP Manager, Irvine
(949) 464-6688
tperez@lagunabeachcity.net

Tim Shaw | Construction Manager

City of Half Moon Bay
John Doughty
Public Works Director/Assist. City Manager
(650) 712-6660 or (831) 247-1088
jdoughty@hmbcity.com

City of Mission Viejo
Keith Rattay
Assistant City Manager
(949) 470-3018
krattay@cityofmissionviejo.org

Cody Roth | Inspector

City of Laguna Beach
Matt Oxford
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(949) 613-4045
moxford@lagunabeachcity.net

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

Hernan Munayco | Constructability Specialist

City of Stockton
Mohammad Sadiq
Project Manager
(209) 937-8299
mohammad.sadiq@stocktonca.gov

City of Cupertino
Roger Lee
Retired Public Works Director
(408) 234-8494
roger.lee5@yahoo.com

Bryce Bunker | Administrator

Irvine Campus Housing Authority
Victor Van Zandt
President & CEO
(949) 824-4827
victor.vanzandt@icha.uci.edu

California Pacific Homes
Bill McKibbin
Vice President of Development
(949) 833-6000
bmckibbin@calpacifichomes.com

SECTION NO.02

Scope of Services & Schedule

QUARTZ HILL LIBRARY,
COUNTY OF
LOS ANGELES

>\$12M | 13,000 SF

Public Library; LEED Gold; CMAA
Project of the Year



Scope of Services & Schedule

Griffin hereby affirms that we will perform the scope of services contained in the RFP; we have elaborated on how we will provide our services as noted below.

PRECONSTRUCTION PHASE

1. Biddability & Constructability Reviews: To achieve concise construction documents, Griffin will perform a comprehensive constructability review in Bluebeam format for each Library and review comments with each Design Team. This effort will seek to identify items that are unclear or in conflict with other aspects of the project, as well as biddability and best value. This effort will result in a Bluebeam and Excel report that will also include a marked-up set of plans. Griffin will back check the plans after updating and review all items with the design team as needed to resolve them. Griffin also uses Bluebeam Studio when all parties have access to the software to better collaborate and create transparency in the constructability process.

2. Preconstruction Phase Services Meetings: At the Kick-Off Meeting, Griffin will participate in or conduct a kick-off meeting with the project teams to integrate our services into the project flows. This meeting with key stakeholders will address items such as current design status, challenges and issues, budgets, schedules, personnel, and any key objectives necessary to gain a full understanding of the projects. This meeting will then inform how we engage in the project to address the key concerns and objectives of the City and project team in real time.

CONSTRUCTION PHASE

Bid Support

Bid Phase Assistance: Griffin will manage the contractor bidding process and can even offer a prequalification process to narrow down a short list of qualified bidders. To that end, Griffin will employ the following measure to ensure a fully responsive and responsible bid is delivered to the City.

Distribute Plans: Once bidding is underway, we will work closely with the City and the LPA Design Team to coordinate the publishing of the bid documents with the appropriate publications and websites.

Mandatory Pre-Bid Meeting: Griffin will prepare an agenda and will work closely with the City and Design Team to ready all relevant documents for the pre-bid meeting, including our agenda, presentation, sign-in sheet, site tour, hard copies of plans, specs, and other relevant materials. Griffin will then publish the minutes, sign-in sheet, and formal responses to any questions in the form of an Addendum.

Bid RFIs: For all bid questions, Griffin will serve as the point of contact and will coordinate the distribution of questions and answers to the relevant parties. Once answers are provided, Griffin will work closely with the LPA Team to assemble appropriate Addenda for distribution to plan holders.

Bidder Qualifications: Griffin possesses a deep understanding of public facilities and what is required of a successful Contractor. We will bring this experience to bear as we evaluate the qualifications of all bidders and offer recommendations to the City. Griffin recommends contractor pre-qualification using the Department of Industrial Relations framework. Griffin is well versed in managing this process and has used it successfully on multiple projects.

Issue Addenda: We will take the lead in gathering the necessary documents and City templates and will coordinate the distribution of bid Addenda.

Bid Evaluations: Griffin will utilize its tailored Bid Analysis sheet to evaluate the bids on a line-item basis and offer recommendations to the City for award. Any non-responsive bids or non-responsible bidders will be flagged and forwarded to the City for consideration.

Recommendation for Award: Once an analysis is performed, Griffin will prepare and present a recommendation for award to the City. This effort would also include assisting the City in preparing a staff report, which will include all necessary information to adequately describe the selection process to provide the Council with adequate information to make an informed decision to award.

Contract Award & Execution: Griffin will participate in and assist the City in representing the project at the time of Council award. This effort will include assisting in preparation of the staff report as needed.

Construction Management

Once construction begins, Griffin will employ a vast array of policies, protocols, and techniques to oversee and manage the contractor successfully. Those services include the following:

Pre-Construction Meeting: We will arrange for and conduct the Pre-Construction meeting and will provide both an agenda and meeting minutes accordingly. Griffin will ensure that all pertinent team members will be present in coordination with City staff.

Contract Administration: Griffin will assist the City's Project Manager with all aspects of the contract compliance including all financial controls, document controls, document interpretations, discrepancies, constructability problems, inspections, schedule oversight, and all other tasks identified in the RFP.

Review Construction Schedule: As discussed above, Griffin will review any and all schedules provided by the Contractor to confirm they meet the overall objectives of the project. Accordingly, we will oversee and ensure the activities in the field are consistent with the approved schedule and will recommend corrective action should they fail to correlate.

Construction Progress Meetings: Griffin will schedule, host, and oversee all project meetings. Griffin will provide, or cause to be provided, agendas and minutes as required for the effective discussion and resolution of all project related issues and resolution.

Shop Drawings and Submittal Reviews: We will oversee the distribution of all shop drawings and submittal reviews. Griffin will employ the use of Submittal Exchange for expedient distribution and tracking as described above.

RFIs: As with shop drawings and submittal reviews, Griffin will process and coordinate the distribution of all RFIs in a manner that achieve efficient design solutions and maintains construction progress without diminishing the design intent.

Review all Change Orders: Griffin will review all change orders and provide supplemental information as needed to justify their approval or rejection. Griffin will negotiate with the Contractor on the City's behalf and serve as the point of contact for resolving issues and mitigate against potential claims. Specifically, Griffin will seek to avoid claims as detailed above.

Cost Control System: We will use its extensive cost controls system to establish a master budget that captures all costs associate with the project and will provide regular updates to the City throughout the duration of the project.

Coordination of Other Consultants: Griffin will coordinate and oversee the scheduling of all other consultant inspections including but not limited to geotechnical, NPDES, materials testing, deputy inspection, and special laboratory testing.

Coordinate with Project Designer: As with the design phase, Griffin will coordinate with and manage the project design consultants to ensure all information is transmitted to and from the respective consultants efficiently to achieve the overall project objectives.

Job Safety: Crucial to the success of any project is safety. Griffin will employ its extensive experience to oversee the contractor's safety program and will inspect the site regularly in that regard. Griffin will report any infraction to the contractor immediately and ensure the observed deficiency is rectified.

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

Labor Compliance: Consistent with SB 854, Griffin will require and enforce the Dept. of Industrial Relations' requirements for enrollment in the DIR's labor compliance data base. Griffin has partnered with The Solis Group to provide monitoring of certified payroll and to conduct field interviews.

Quality Assurance: We will serve as the 'eyes and ears' of the City for quality assurance. Accordingly, Griffin will walk the site regularly and inspect all installations for consistency with the construction documents.

.Specifically, Griffin will enforce the highest level of quality of workmanship to ensure the City receives the best value for the investment made on behalf of the community. To document progress, Griffin will take high-resolution photographs before/during/after each element is constructed. Griffin employs a robust quality assurance program that is project-specific and ensures the project is constructed per the plans and specifications and is achieved by:

- Coordinating Testing & Inspections
- Conducting Daily QA walks documenting field activity (daily reports)
- Issuing notices of non-compliance when deficient conditions are found and tracking them until resolved.

Commissioning: We will facilitate a construction phase kick-off meeting to confirm commissioning scope, review the Commissioning Plan and clarify roles and responsibilities.

Utility Coordination: Griffin will work diligently to coordinate with all relevant utilities, including but not limited to PG&E, Cable, Telephone, Gas, and any other relevant utilities that service this project.

Monthly Progress Reports: We will provide monthly progress reports that include but are not limited to activities in the field, construction observations, progress photos, equipment used, actual vs. planned activities, the latest 4-week look ahead, current issues, and change orders, goals for the project, budget updates, trend log mapping expenditures, progress payments, PLA labor relations, QA/QC status, a potential issue with the schedule or budget.

PROJECT CLOSEOUT

Ready for Inspection: Griffin will ensure that the contractor has completed their work in a manner that is satisfactory to meet all necessary conditions for final inspection.

Punch Walk: We will coordinate the final punch walk of the project to ensure all improvements are per the plans and specifications. Specifically, Griffin will employ a Field Observation Log during the course of construction that will seek to identify quality issues observed by the project team on an ongoing basis. This will serve to function as an ongoing pre-punch list, and therefore help to minimize the issues discovered at the final punch walk. Griffin will also oversee the following punch walks to confirm corrective action is resolved.

Punch List: Once completed, Griffin will issue a comprehensive punch list for completion by the contractor. Griffin will oversee the completion of these items and ensure that all deficiencies and corrections are completed to the satisfaction of the City.

Closeout Documents: Integral to our cloud-based document management system, Submittal Exchange will assemble all guarantees, certifications, affidavits, leases, easement deed, operating and maintenance manuals, warranties, and any other closeout documents. This system will provide a complete digital file for all documents, for future use, as well as maintain cloud-based file for future use.

Final Payment: Griffin will review all conditions of the project and will ensure that all criteria are met prior to the execution of the Contractor's final payment.

Final Delivery: Once complete, we will deliver all project files, data, as-built's, and documentation to the City for record purposes.

INNOVATIVE APPROACHES TO DELIVERING SERVICES

Griffin believes in a highly collaborative approach that takes advantage of innovative technology mixed with traditional in-field experience. Griffin Structures strikes the perfect balance between the latest in technological advances like Building Information Management (BIM) and traditional construction knowledge through extensive constructability reviews. We utilize cloud-based document management systems (Submittal Exchange) while also emphasizing face to face dialogue and problem solving. Griffin Structures can police the project to ensure all objectives are met and contracts enforced, while also encouraging and supporting the success of all team members.

Additionally, Griffin is partnered with OpenSpace, which provides an innovative photographic documentation experience similar to Google street view. Mounted to a hard hat, this system can capture comprehensive 360-degree photography of the site wherever the wearer walks. Once complete, the system is uploaded to a cloud-based database that integrates the footage with the plans and spec and allows the viewer to see everything photographed overlaid with the site plan and/or floor plan. The system integrates with BIM and allows for a split view of the BIM model overlaid with the photographic documentation to allow for the view to confirm if what is going up in the field is consistent with the project documents.

In short, through our vast experience both as developers and as project and construction managers, we have developed highly specialized tools and protocols that successfully manage every aspect of a project.

SCHEDULE

Please refer to our separate sealed fee proposal to view our proposed schedule.

**SALINAS EL
GABILAN BRANCH
LIBRARY**

\$21M | 21,000 SF

Public Library; ENR Best Project;
IEDC Excellence in Economic
Development Award

Certifications & Attachments



Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

NON-COLLUSION AFFIDAVIT
 (Title 23 United States Code Section 112 and
 Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Proposer are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of California:

County of Orange

Subscribed and sworn to (or affirmed) before me on this 16th day of February, 2023, by Roger Torres, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Patti Marie Gillespie
 Notary Public Signature



Notary Public Seal

Appendix
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS


TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm Griffin Structures
 Signed and Printed Name:  Jon Hughes
 Title President
 Date 02/22/23

Appendix
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS

The undersigned consultant or corporate officer ("Consultant"), during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:



Title:

President

Firm:

Griffin Structures

Date:

02/22/23



HALF MOON BAY LIBRARY



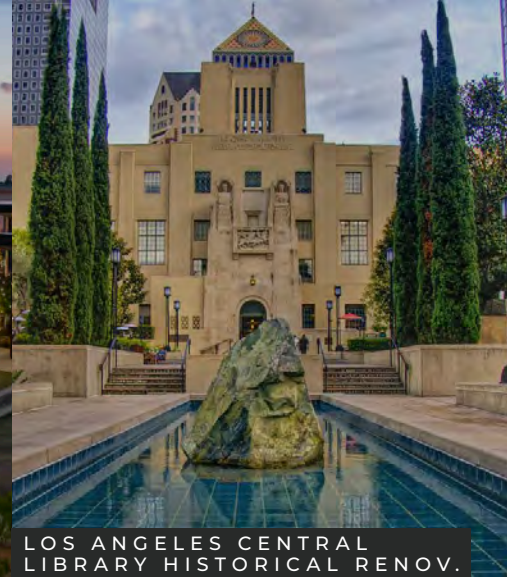
SALINAS EL GABILAN BRANCH LIBRARY



HALF MOON BAY LIBRARY



YORBA LINDA LIBRARY & CULTRAL ARTS CENTER



LOS ANGELES CENTRAL LIBRARY HISTORICAL RENOV.



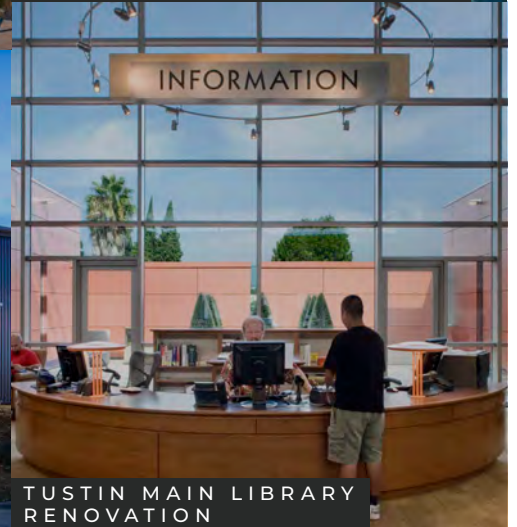
FULLERTON MAIN LIBRARY RENOVATION



CUPERTINO LIBRARY EXPANSION



QUARTZ HILL LIBRARY



TUSTIN MAIN LIBRARY RENOVATION

SOUTHERN CALIFORNIA OFFICE

1 TECHNOLOGY DRIVE
BUILDING I SUITE 829
IRVINE, CA 92618
949 497 9000

NORTHERN CALIFORNIA OFFICE

1850 WARBURTON AVENUE
SUITE 120
SANTA CLARA, CA 95050
408 955 0431

EXHIBIT "C"
COMPENSATION



GRIFFIN STRUCTURES FEE PROPOSAL

City of Santa Ana Library Capital Projects

May 22, 2023

Griffin Structures' Fee Proposal is based on all reasonable costs necessary to perform Project/Construction Management Services for the City's Library Capital projects. For these requisite services Griffin Structures proposes the following Not-to-Exceed Fee based on hourly rates:

Project/Construction Management Services:	\$ 2,317,220
1-Year Warranty Period Allowance	\$ 25,000
Subconsultant Costs (includes 15% Mark Up)	\$ 305,000
Reimbursable Expenses:	\$ 111,780
Total	\$ 2,759,000

All proposed hourly rates are fully burdened and include overhead profit, taxes, and benefits. 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, subconsultants, and tasks, in consultation with the City, in order to accomplish the overall objectives and requirements of the project. All subconsultant pricing is listed as an allowance and will be negotiated in good faith with the City after the overall scope is finalized.

Services are based on a 29-month schedule including all tasks as defined in the RFP through construction closeout, and warranty management covering all four projects. 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 library and is illustrated in the Resource Allocation Schedule attached:

1. **Main Library (May 2023-October 2025)**
2. **Newhope Library (April 2023-June 2024)**
3. **Jerome Park (November 2023-August 2024)**
4. **Delhi Center (June 2023-June 2024)**

APPROACH TO STAFFING & PROJECT TEAM

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

Jon Hughes will serve as the Principal-In-Charge for the duration of the project and will provide as-needed leadership to the team to ensure a successful delivery. Key to the success of the project will be Jon's experience with large capital improvement projects for public agencies, along with his experience in Public Contract procedures. For this level of service, we have allocated a total of 110 hours of Jon's time.

Robert Godfrey will serve as the Project Executive throughout the project. In that role Robert will provide leadership during each phase guiding the City in contractor pre-qualification, bid document review and development, and support for our Construction Manager through construction. For these services, we have allocated 550 hours of Robert's time.

Tim Shaw will serve as the Sr. Construction Manager for the entire duration of the project. Tim will lead the team, establish all construction management protocols, maintain all communications, develop the total project schedule and bring his past library and civic experience to bear. For this level of service, we have allocated a total of 3,350 hours of Tim's time.

Cody Roth will serve as the Inspector for the entire duration of the project. For this level of service, we have allocated a total of 3,597 hours of Cody's time.

Bryce Bunker will serve as the Contract Administrator for the entire duration of the project. For this level of service, we have allocated a total of 2,049 hours of Bryce's time.

Hernan Munayco will serve as a Library Constructability Specialist. For this level of service, we have allocated a total of 50 hours of Hernan's time.

QUALIFICATIONS & EXCLUSIONS

1. Hourly rates are valid through December 31st, 2025 and will escalate by CPI annually thereafter.
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 Agency or their contractor(s) is excluded. Procore license shall be provided by the City.

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. Construction Manager will track and review all RFI's, Submittals, and Substitutions only for completeness. Approvals shall be executed by the designer of record.
13. 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.
14. 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.
15. Dry utility design consultation services are not included.
16. 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.



Griffin Structures Fee Proposal

Item No.	PROJECT PHASE	PRINCIPAL IN CHARGE	PROJECT EXECUTIVE	SR. PROGRAM & CONSTRUCTION MANAGER	INSPECTOR	CONTRACT ADMINISTRATOR	LIBRARY CONSTRUCTABILITY SPECIALIST
		Jon Hughes \$250/hr.	Robert Godfrey \$240/hr.	Tim Shaw \$230/hr.	Cody Roth \$225/hr.	Bryce Bunker \$215/hr.	Hernan Munayco \$230/hr.
1	Delhi Center Library Branch	22	110	456	560	0	0
1.1	Design Support & Constructabiity Review	-	-	-	-	-	-
1.2	Permitting	Incl	Incl	Incl	Incl	Incl	-
1.3	Bidding	Incl	Incl	Incl	Incl	Incl	-
1.4	Contract Award	Incl	Incl	Incl	Incl	Incl	-
1.5	Construction	Incl	Incl	Incl	Incl	Incl	-
1.6	Closeout	Incl	Incl	Incl	Incl	Incl	-
2	Newhope Library Branch	26	130	616	552	280	20
2.1	Design Support & Constructabiity Review	Incl	Incl	Incl	Incl	Incl	Incl
2.2	Permitting	Incl	Incl	Incl	Incl	Incl	-
2.3	Bidding	Incl	Incl	Incl	Incl	Incl	-
2.4	Contract Award	Incl	Incl	Incl	Incl	Incl	-
2.5	Construction	Incl	Incl	Incl	Incl	Incl	-
2.6	Closeout	Incl	Incl	Incl	Incl	Incl	-
3	Outdoor Library at Jerome Park	16	80	392	198	0	0
3.1	Design Support & Constructabiity Review	-	-	-	-	-	-
3.2	Permitting	Incl	Incl	Incl	Incl	Incl	-
3.3	Bidding	Incl	Incl	Incl	Incl	Incl	-
3.4	Contract Award	Incl	Incl	Incl	Incl	Incl	-
3.5	Construction	Incl	Incl	Incl	Incl	Incl	-
3.6	Closeout	Incl	Incl	Incl	Incl	Incl	-
4	Main Library Renovation	50	250	2,094	2,631	1,461	30
4.1	Design Support & Constructabiity Review	Incl	Incl	Incl	Incl	Incl	Incl
4.2	Permitting	Incl	Incl	Incl	Incl	Incl	-
4.3	Bidding	Incl	Incl	Incl	Incl	Incl	-
4.4	Contract Award	Incl	Incl	Incl	Incl	Incl	-
4.5	Construction	Incl	Incl	Incl	Incl	Incl	-
4.6	Closeout	Incl	Incl	Incl	Incl	Incl	-
5	Total Project Schedule	Incl	Incl	Incl	Incl	-	-
	Total Hours	114	570	3,558	3,941	1,741	50
	Subtotals	\$29,520	\$140,200	\$844,520	\$900,955	\$390,525	\$11,500
PROJECT / CONSTRUCTION MANAGEMENT TOTAL							\$2,317,220
1-Year Warrnty Period ALLOWANCE							\$25,000
6	SUBCONSULTANT COSTS (Includes 15% Mark Up)						\$305,000
6.1	Ninyo & Moore (Soils and Materials Testing) ALLOWANCE						\$178,500
6.2	Independent Cost Estimate ALLOWANCE						\$11,500
6.3	Community Outreach ALLOWANCE						\$60,000
6.4	Commissioning Agent ALLOWANCE						\$55,000
6	REIMBURSABLE COSTS						\$111,780
6.1	Insurance						\$101,472
6.2	Misc. Reimbursable Expenses						\$10,308
GRAND TOTAL							\$2,759,000

* Hourly rates shown are for 2023. Fee is inclusive of escalated rates for 2024 and 2025.

DELHI CENTER LIBRARY BRANCH							2023						2024																			
							JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		
Delhi Center Library Branch																																
Permitting Support																																
Bidding																																
Contract Award																																
Construction																																
Closeout																																
MONTHLY STAFFING HOURS																																
Principal In Charge - Jon Hughes							2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2								TOTALS	
Project Executive - Robert Godfrey							10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10									
Sr. Program and Construction Manager - Tim Shaw							20	20	20	44	44	44	44	44	44	44	44	44	44	44	44	44	24	20								
Inspector - Cody Roth																																
Contract Administrator - Bryce Bunker																																
Library Constructability Specialist - Hernan Munayco																																
Principal In Charge - Jon Hughes							\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	5,620
Project Executive - Robert Godfrey							\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	26,800
Sr. Program and Construction Manager - Tim Shaw							\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	107,080
Inspector - Cody Roth							\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	129,880
Contract Administrator - Bryce Bunker							\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Library Constructability Specialist - Hernan Munayco							\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
							\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	269,380

NEWHOPE LIBRARY BRANCH												2023												2024															
												JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC				
Newhope Library Branch																																							
Design Support & Constructabiity Review																																							
Permitting																																							
Bidding																																							
Contract Award																																							
Construction																																							
Closeout																																							
MONTHLY STAFFING HOURS																																							
Principal In Charge - Jon Hughes						2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2									TOTALS	26								
Project Executive - Robert Godfrey						10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10										130								
Sr. Program and Construction Manager - Tim Shaw						44	44	44	44	44	44	44	44	44	44	44	44	44	44	44	24	20										616							
Inspector - Cody Roth						10	10			12		44	86	86	86	86	44	44	44	24	20										552								
Contract Administrator - Bryce Bunker												40	40	40	40	40	40	40	40												280								
Library Constructability Specialist - Hernan Munayco						10	10																						20										20
Principal In Charge - Jon Hughes		\$	-	\$	-	\$	500	\$	500	\$	500	\$	500	\$	500	\$	530	\$	530	\$	530	\$	530	\$	-	\$	-	\$	-	\$	-	\$	6,620						
Project Executive - Robert Godfrey		\$	-	\$	-	\$	2,400	\$	2,400	\$	2,400	\$	2,400	\$	2,400	\$	2,500	\$	2,500	\$	2,500	\$	2,500	\$	-	\$	-	\$	-	\$	-	\$	31,600						
Sr. Program and Construction Manager - Tim Shaw		\$	-	\$	-	\$	10,120	\$	10,120	\$	10,120	\$	10,120	\$	10,120	\$	10,560	\$	10,560	\$	10,560	\$	10,560	\$	5,760	\$	4,800	\$	-	\$	-	\$	143,880						
Inspector - Cody Roth		\$	-	\$	-	\$	2,250	\$	2,250	\$	-	\$	2,700	\$	-	\$	9,900	\$	19,350	\$	19,350	\$	20,210	\$	20,210	\$	10,340	\$	-	\$	5,640	\$	4,700	\$	116,900				
Contract Administrator - Bryce Bunker		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	8,600	\$	8,600	\$	9,000	\$	9,000	\$	9,000	\$	9,000	\$	-	\$	-	\$	61,800						
Library Constructability Specialist - Hernan Munayco		\$	-	\$	-	\$	2,300	\$	2,300	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	4,600						
		\$	-	\$	-	\$	17,570	\$	17,570	\$	13,020	\$	13,020	\$	15,720	\$	13,020	\$	31,520	\$	40,970	\$	40,970	\$	42,800	\$	42,800	\$	32,930	\$	22,590	\$	11,400	\$	9,500	\$	365,400		

OUTDOOR LIBRARY AT JEROME PARK												2023												2024																																																																																				
												JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC																																																																									
Outdoor Library at Jerome Park																																																																																																												
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Construction																																																																																																												
Closeout																																																																																																												
MONTHLY STAFFING HOURS																												TOTALS																																																																																
Principal In Charge - Jon Hughes																																				2	2	2	2	2	2	2	2	2	2	2	2	2	16																																																											
Project Executive - Robert Godfrey																																				10	10	10	10	10	10	10	10	10	10	10	10	10	80																																																											
Sr. Program and Construction Manager - Tim Shaw																																				44	44	44	44	44	44	44	44	44	44	44	44	20	20	392																																																										
Inspector - Cody Roth																																																												44	44	44	44	44	44	22			198																																							
Contract Administrator - Bryce Bunker																																																																																																0												
Library Constructability Specialist - Hernan Munayco																																																																																																												0
Principal In Charge - Jon Hughes												\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	4,180																																																																					
Project Executive - Robert Godfrey												\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	19,800																																																																					
Sr. Program and Construction Manager - Tim Shaw												\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	93,200																																																																					
Inspector - Cody Roth												\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	36,190																																																																					
Contract Administrator - Bryce Bunker												\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-																																																																					
Library Constructability Specialist - Hernan Munayco												\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-																																																																					
												\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	153,370																																																																					

MAIN LIBRARY RENOVATIOIN	2023												2024											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

Main Library Renovation

Design Support & Constructability Review																								
Permitting																								
Bidding																								
Contract Award																								
Construction																								
Closeout																								

MONTHLY STAFFING HOURS																													
Principal In Charge - Jon Hughes						2		2			2		2		2		2		2		2		2		2		2		
Project Executive - Robert Godfrey						10		10			10		10		10		10		10		10		10		10		10		
Sr. Program and Construction Manager - Tim Shaw						44		44			44		44		44		44		86		86		86		104		104		
Inspector - Cody Roth						10		10			10							80		90		150		172		172			
Contract Administrator - Bryce Bunker																	40		86		86		86		86		86		
Library Constructability Specialist - Hernan Munayco						10		10			10																		
Principal In Charge - Jon Hughes	\$	-	\$	-	\$	-	\$	500	\$	-	\$	500	\$	-	\$	500	\$	530	\$	530	\$	530	\$	530	\$	530	\$	530	\$
Project Executive - Robert Godfrey	\$	-	\$	-	\$	-	\$	2,400	\$	-	\$	2,400	\$	-	\$	2,400	\$	2,500	\$	2,500	\$	2,500	\$	2,500	\$	2,500	\$	2,500	\$
Sr. Program and Construction Manager - Tim Shaw	\$	-	\$	-	\$	-	\$	10,120	\$	-	\$	10,120	\$	-	\$	10,120	\$	10,560	\$	10,560	\$	10,560	\$	20,640	\$	20,640	\$	24,960	\$
Inspector - Cody Roth	\$	-	\$	-	\$	-	\$	2,250	\$	-	\$	2,250	\$	-	\$	2,250	\$	-	\$	-	\$	-	18,800	\$	21,150	\$	35,250	\$	
Contract Administrator - Bryce Bunker	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	9,000	\$	19,350	\$	19,350	\$	19,350	\$	
Library Constructability Specialist - Hernan Munayco	\$	-	\$	-	\$	-	\$	2,300	\$	-	\$	2,300	\$	-	\$	2,300	\$	-	\$	-	\$	-	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	17,570	\$	-	\$	17,570	\$	-	\$	17,570	\$	13,020	\$	13,020	\$	13,590	\$	13,590	\$	22,590	\$	61,820	\$

PROJECT PHASE	2025												2026											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

Main Library Renovation

Design Support & Constructability Review																								
Permitting																								
Bidding																								
Contract Award																								
Construction																								
Closeout																								

MONTHLY STAFFING HOURS																								TOTALS
Principal In Charge - Jon Hughes	2	2	2	2	2	2	2	2																50
Project Executive - Robert Godfrey	10	10	10	10	10	10	10	10																250
Sr. Program and Construction Manager - Tim Shaw	104	104	104	104	104	104	104	104	86	20														2,094
Inspector - Cody Roth	172	172	172	172	172	172	172	172	45															2,631
Contract Administrator - Bryce Bunker	86	86	86	86	86	86	86	86	45															1,461
Library Constructability Specialist - Hernan Munayco																								30
Principal In Charge - Jon Hughes	\$ 530	\$ 530	\$ 530	\$ 530	\$ 530	\$ 530	\$ 530	\$ 530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	13,100
Project Executive - Robert Godfrey	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	62,000
Sr. Program and Construction Manager - Tim Shaw	\$ 24,960	\$ 24,960	\$ 24,960	\$ 24,960	\$ 24,960	\$ 24,960	\$ 24,960	\$ 24,960	\$ 20,640	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	500,360
Inspector - Cody Roth	\$ 40,420	\$ 40,420	\$ 40,420	\$ 40,420	\$ 40,420	\$ 40,420	\$ 40,420	\$ 40,420	\$ 10,575	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	617,985
Contract Administrator - Bryce Bunker	\$ 19,350	\$ 19,350	\$ 19,350	\$ 19,350	\$ 19,350	\$ 19,350	\$ 19,350	\$ 19,350	\$ 10,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	328,725
Library Constructability Specialist - Hernan Munayco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,900
	\$ 87,760	\$ 87,760	\$ 87,760	\$ 87,760	\$ 87,760	\$ 87,760	\$ 87,760	\$ 87,760	\$ 41,340	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,529,070