

**CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
SQ-43-DE-23-1**

This Agreement is made and entered into as of the 13th day of May, 2026 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (“City”), and Griffin Structures, a Corporation with its principal place of business at 1 Technology Drive Building I Suite 829, Irvine, CA 92618 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

City Hall Renovation Project- Phase II (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$1,465,000.00 [One Million, Four Hundred Sixty-Five Thousand and No Cents]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term

The term of this Agreement shall be from **May 13, 2026** to **February 28, 2028** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. 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 but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances 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. If Consultant’s term for the performance of its services under this Agreement is delayed by causes not the fault of Consultant, then Consultant’s compensation under this Agreement shall be increased by the Consultant’s cost of such increased length of services performed.

7. Compliance with Law.

a. Consultant shall, in the performance of its services, comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements. Nothing in this Agreement shall render Consultant responsible for errors or omissions in any drawings or specifications prepared by others, which liability remains solely with the preparing party.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. The cost of all such permits shall be paid by the City.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

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. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability

- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts

indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or 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. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers 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.

(v) 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.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) 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 admitted to transact in the 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.

i. Additional Insurance Provisions

(i) 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.

(ii) 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.

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

(iv) 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.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any 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. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to 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.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor 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 Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Lance Solomon as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:
City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Christopher Smethurst, Department of
Engineering

CONSULTANT:
Griffin Structures
1 Technology Drive Building I Suite 829
Irvine, California 92618
Attn: Jon Hughes, President

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

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

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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 director, official, 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.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF FONTANA AND GRIFFIN STRUCTURES**

CITY OF FONTANA

GRIFFIN STRUCTURES

By: _____
Matthew C. Ballantyne
City Manager

By: _____
Jon Hughes
President

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

Best Best & Krieger LLP
City Attorney

By: _____
Gia Kim
Public Works Director / City Engineer

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Rakesha Voss
Human Resources & Risk Management Director

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Chief Financial Officer

Purchasing Office

EXHIBIT A

Scope of Services

- A. Conduct and Coordinate field meetings with Design-Build Team members, City staff, and other Agencies on an as needed basis.
- B. Review on-going traffic handling and traffic control plans submitted by the contractor and conduct field audits.
- C. Conduct labor compliance interviews and monitor compliance.
- D. Conduct regular safety reviews of the entire project site to ensure full compliance with the safety orders, including CAL OSHA compliance.
- E. Coordinate with design engineers, project managers, City Staff and other stakeholders on design issues encountered during construction.
- F. Coordinate, implement and monitor utility relocations as applicable.
- G. Review contractor's submittals and coordinate with other agencies for final approval.

Review detailed daily inspection reports supported with pictures as appropriate, keep picture log on project progress, and traffic control as warranted by work environment.

- H. Coordinate with Geotechnical Engineer/Special Inspection. CM shall verify validity of all requests for special inspections prior to scheduling thereof. CM Shall keep track of all special inspection testing performed to ensure proper billing and that inspection does not exceed scope unless justified.
- I. Prepare, process, and monitor contract change orders. Change Order Proposals shall be vetted thoroughly.
- J. Review progress payments and extra work bills and recommend payment to City.
- K. Prepare punch lists.
- L. Participate in the final inspection, testing and release of the facilities.
- M. Review record drawings (As-Builts) at project completion.
- N. Prepare quantity estimates daily and submit with daily inspection reports.
- O. Independently double-check all quantities prior to processing monthly estimates.
- P. Ensure that contract change orders are accurately covered for payments.
- Q. Ensure that Force Account work is agreed to in writing in the field on a daily basis.
- R. Attend Pre-construction meetings and all associated meetings related to the project.
- S. Performs constructability review of plans and specifications in plan check for potential oversights from construction and administrative point of view.
- T. Review DBE schedule for accuracy by ensuring scheduling ties are appropriately shown and durations are appropriate. Monitor progress against schedule and inform City of any deficiencies.



INTRODUCTION

Griffin Structures, Inc. (Griffin) is a California corporation and a diversified Project and Construction Management (Owner's Representative) firm serving the public and private sector. We have built in excess of \$2B in public sector facilities, the scope of these projects ranging from \$1M to over \$1.5B.

A unique aspect of our firm lies, not only in our unparalleled civic, administrative and city hall portfolio, but in our vast experience with renovation projects, including the renovation of 100+ year old civic facilities.

Our projects run the gamut from: civic centers, city halls and administrative complexes, supportive and affordable housing, passive parks, sports parks, community & senior centers, recreation facilities, corporate yards, public safety, healthcare and education facilities. Our award-winning portfolio encompasses new construction, additions, renovations, tenant improvements, ADA, utility, and exterior/site upgrades.

PRE-CONSTRUCTION SERVICES

- Needs Assessment
- Program Management
- Space Planning
- Site Selection
- Project Budgeting
- Design Management
- Constructability Review
- Scheduling
- Value Engineering
- Total Project Budgeting
- 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 & Coordination
- Commissioning & Closeout

INNOVATIVE + ADVANCED TECHNIQUES

Our team leverages advanced technologies to enhance coordination, transparency, and efficiency throughout project delivery. Platforms such as Autodesk Construction Cloud centralize project documentation and workflows, providing real-time access to RFIs, submittals, and drawings for the entire team. We also utilize OpenSpace to capture 360-degree site imagery, enabling virtual project walkthroughs and remote progress tracking. These tools are supported by proactive BIM coordination, allowing teams to identify and resolve potential issues early to protect project cost, schedule, and quality.

PEDESTRIAN BRIDGE PROJECTS

We bring proven construction management expertise to pedestrian bridge projects, ensuring safe, efficient delivery with minimal disruption to surrounding communities and active circulation areas. Our team has successfully overseen pedestrian bridge components on projects including the Newport Beach Pelican Hill Resort, EBRPD IPON Public Safety Admin Building, Laguna Beach Village Entrance, and the OCTA Fullerton Transportation Center. Through proactive coordination, constructability review, and rigorous quality control, we help deliver durable, accessible, and well-integrated bridge solutions.


Proposed Team


In order to offer the highest value to the City, we have included a highly experienced, comprehensive team of individuals to provide specialty services for this project. We hereby confirm all of our proposed team members are able to perform the services as listed in the RFP.

Please refer to the appendix of our proposals to view the resumes of our proposed team and page two of the cover letter to view the proposed services of our subconsultant team.


STAFFING PLAN

- President, Jon Hughes, and Principal-In-Charge and Vice President, Robert Godfrey, will provide invaluable, senior-level insight to the project team to maintain the firm's quality of service.
- Project Executive, Tom Ottenstein, will serve as the executive point-of-contact for this project, while working with the team to ensure the City's scheduling and financial expectations are met throughout the duration of our services.
- Sr. Construction Manager, Lance Solomon, will be responsible for the day-to-day management of the project utilizing his recent experience for high-profile renovation projects and similar facility types.
- As Construction Managers / Quality Assurance Inspectors, Gene Lombardo and David Ruth will perform on-site project inspections and site monitoring of construction work being performed to ensure that the Contractor(s) remains compliant at all times.







Jon Hughes
CCM, DBIA
President




Tom Ottenstein
DBIA
Project Executive




Robert Godfrey
CCM
Principal-In-Charge



Lance Solomon
CCM
Sr. Construction
Manager




Gene Lombardo
Construction Manager /
QA Inspector




David Ruth
ICC
Construction Manager
/ QA Inspector


SUBCONSULTANTS




The Solis Group
Labor Compliance Monitoring



Tempus Const. Services
Scheduling



Gkk Squared
Safety



HLCM
Cost Estimating

References

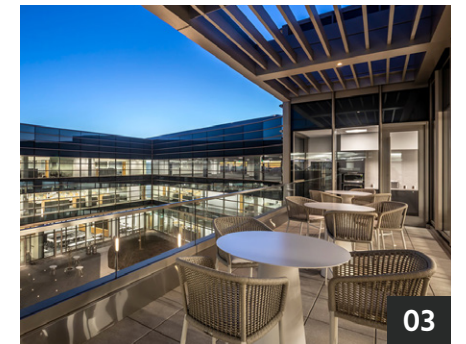
PROJECT NAME	PROJECT DESCRIPTION	PROJECT DATA	REFERENCE
1 County of Orange Civic Center Santa Ana, CA	This 20-year civic center master plan was developed and managed by Griffin Structures and is intended to improve the County's operational efficiency by unifying departments in a central facility. The Administration North and recently completed Administration South encompasses over 500,000 SF and was completed ahead of schedule and under budget by \$8.1M.	Value: \$400M Relevancy: Administrative / Office Facilities; High-Profile Project	County of Orange; Frank Kim; County Executive Officer (Ret.); (714) 448-0747; fyk@outlook.com
2 San Juan Capistrano City Hall & Salida Del Sol Mixed-Use Housing San Juan Capistrano, CA	Griffin Structures assisted the City with the development of the new three-story, 50-unit apartment building with low-income/permanent supportive housing, as well as a new, two-story 16,338 SF City Hall. The City Hall now includes a combination of offices, workstations, common areas, and supportive facilities to support the City's workforce, while the low-income/permanent supportive housing building features one manager unit and 49 housing units.	Value: \$20M Relevancy: Lance Solomon Project; City Hall	City of San Juan Capistrano; Charlie View; Assistant City Manager; (949) 220-4467; cvview@sanjuancapistrano.org; 32400 Paseo Adelanto, San Juan Capistrano CA, 92675
3 SchoolsFirst Federal Credit Union Headquarters Tustin, CA	Griffin Structures managed the development of this \$127M project for the largest credit union in California. Looking to construct a sizeable corporate headquarters facility in Tustin, this new three-story building encompasses 185,000 SF on a five-acre, corner parcel that includes a 1,000-car parking structure. The building is intended to encourage socialization and healthy living, connecting users through an outdoor elliptical shaped courtyard.	Value: \$127M Relevancy: Tom Ottenstein Project; Admin. / Office Facilities; High-Profile Project	SchoolsFirst Credit Union; Christina Quintero; VP of Real Estate; (714) 258-4000 x2028565; cquintero@schoolsfirstfcu.org; 15332 Newport Ave Tustin, CA 92780
4 Santa Ana Libraries Renovation (Main Library + Three Additional Libraries) Santa Ana, CA	This program consists of the renovation of the existing 39,790 SF Main Library, new parking lot, and children learning area. Projects also include a modernized Newhope Library Branch, the new construction of a 2,500 SF Delhi Library Branch, and a new 1.78-acre Outdoor Library at Jerome Park, including large book kiosk, multigenerational play/activity areas, and parking lot improvements.	Value: \$42M Relevancy: Extensive Renovation; David Ruth Project	City of Santa Ana; Brian Sternberg; Library; Services Director; (714) 647-5296; bsternberg@santa-ana.org; 20 Civic Center Plaza, Santa Ana, CA 92707
5 Corona City Park Revitalization Corona, CA	Covering 21 acres, the revitalization of this park aims to reestablish it as a vibrant gathering place. Upon completion, the park will feature an array of amenities, including aquatics facilities with a recreation and activity pool, a 10,000 SF splash pad, and a 12,500 SF playground. Additionally, there will be two 20,000 SF community buildings, a 150,000 SF walking loop, a plaza, a skate park, a promenade, a courtyard, gardens, and much more.	Value: \$100M Relevancy: Lance Solomon Project; Public Sector Project	City of Corona; Tracy Martin; Project Manager; (951) 817-5880; tracy.martin@coronaca.gov; 400 S Vicentia Ave, Corona, CA 92882
6 Campbell Library & Police Department Renovation Campbell, CA	These two projects, both managed by Griffin, includes the construction of a new 27,500 SF two-story Police Operations Building, renovation of the existing 7,000 SF Police Department within City Hall, and the 25,000 SF renovation of the Campbell Library. The library redesign will strengthen connections to the adjacent Orchard Green civic plaza and introduce a vibrant civic destination in downtown Campbell.	Value: \$40M Relevancy: Lance Solomon Project; Extensive Renovation Projects	City of Campbell; Todd Capurso; Public Works Director; (408) 866-2150; toddc@campbellca.gov; 70 N 1st St, Campbell, CA 95008
7 San Bernardino County, Valley Communications Center San Bernardino, CA	This new mission-critical facility will remain operational 365/24/7, under extreme conditions as the primary Emergency Operation Center (EOC) in the San Bernardino Valley. Delivered via the Design-Build procurement method, this comprehensive 80,000 SF building on the 6.85 acre site will be occupied by the Sheriff-Coroner, Office of Emergency Services, Fire, Emergency Medical, and Radio Management agencies.	Value: \$135M Relevancy: Tom Ottenstein Project; Admin. / Office; San Bernardino County Project	San Bernardino County; Rene Glynn; Supervising Project Manager; (909) 771-1223; rene.glynn@pfm.sbcounty.gov; 385 North Arrowhead Ave, 3rd Floor San Bernardino, CA 92415
8 San Bernardino County Public Defenders' Building San Bernardino, CA	This project provided a new home for the San Bernardino County Office of the Public Defender. The project included the demolition of the existing building and the construction of a new facility, with three levels of office space integrated over two levels of secure parking. Supporting the County in managing the Design-Build Entity on this project, Griffin Structures addressed critical infrastructure and building issues and performed extensive change order and schedule impact reviews.	Value: \$29M Relevancy: Tom Ottenstein Project; Admin. / Office; San Bernardino County Project	San Bernardino County; Luther Snoke; Chief Executive Officer; (714) 878-5758; 385 North Arrowhead Ave, 3rd Floor San Bernardino, CA 92415
9 La Canada Flintridge City Hall Renovation La Canada Flintridge, CA	The City's new facility encompasses 19,027 SF while the remainder of the 27,881 SF building provides leasable, revenue-generating space. Upgraded mechanical and lighting systems as well as IT and phone systems provide modernized public services and spaces as well as improved workspaces. Council chambers were designed to also provide much-needed space for community meetings.	Value: \$7M Relevancy: Robert Godfrey Project; City Hall Renovation	Rick Gunter; Former Mayor, La Canada Flintridge; Current Owner, G3 Group Advisors; (310) 728-0819; rick.gunter@g3grp.com



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Project Understanding

The Fontana City Hall Renovation Project – Phase II is an ambitious project located in the heart of City. This project will involve the demolition of an existing City Hall to make way for a new City Hall and a remodel of the existing Development Services Building (DSO). This will involve the construction of a new 44,451 SF building with a multi-level plaza, the renovation of 2,900 SF of the DSO, both upper and lower floors, and the construction of 111 new ground-level parking spaces. The project will also involve the installation of all new utility services, undergrounding of existing overhead utilities, and a comprehensive renovation of the site and landscaping throughout the project site.

Of particular importance will be the integration of and improvement of existing communications facilities, connecting to existing fiber throughout the campus, security installations, and a comprehensive integration of all communications within the new City Hall facility.

STRATEGIC CONSIDERATIONS

In an attempt to address some of the key challenges this project is likely to encounter, we have included herein a list of strategic considerations related to this project and how we might address them.

What strategies can be employed to tackle utility conflicts and ensure seamless coordination during construction?

Critical to ensuring uninterrupted service to all active utilities throughout construction, Griffin will develop a carefully sequenced plan that safeguards operational continuity while allowing the new work to proceed. To reinforce this effort, we will convene a dedicated utility coordination meeting during design with the architect and utility providers to confirm points of connection, review constraints, and ensure compliance with provider standards. Once the general contractor is on board, we will facilitate a follow-up coordination session that includes the contractor, architect, and utility providers to align on responsibilities and sequencing. By addressing these issues early and revisiting them as the team evolves, Griffin creates a clear framework that minimizes field conflicts, streamlines communication, and supports project advancement without costly delays.

How will critical IT and communications systems be migrated without disrupting operations?

Maintaining uninterrupted public safety operations is essential. Griffin will engage the stakeholders and establish a comprehensive strategy that addresses all stakeholder interests in the facility and how it integrates with the rest of the campus. To achieve this Griffin draws on lessons learned from similar projects to help the City futureproof the new facility. We provide guidance on integrating redundancy into critical infrastructure such as backup generators, UPS systems, redundant electrical feeds, and resilient mechanical systems, so the building remains operational during emergencies and adaptable to evolving public safety needs.

How can the City be assured that construction activities will not adversely impact adjacent stakeholders?

The project site's limited laydown space and location across from active public areas create challenges for access and staging. Griffin will prepare and refine a phasing and site utilization plan that addresses contractor parking, material staging, pedestrian detours, street closures, and safety barriers. We will review closure impacts with City staff and ensure expectations are clearly defined in the bid documents. This proactive planning minimizes disruption to neighbors, ensures community safety, and preserves public confidence throughout construction. To further reinforce transparency, Griffin can also engage our trusted subconsultant, Circlepoint, to lead a neighborhood or regional outreach campaign that communicates construction impacts clearly and keeps the community actively informed throughout the life of the project.

CONCLUSION

These are just a few of the items we have identified that could pose challenges to the project and demonstrate how we mitigate challenges of this nature. In addition to these, we will provide all the necessary services required typical to a project of this nature including schedule management, cost oversight, meeting coordination, document control, issues resolution, and the processing of all RFIs, submittals, shop drawings, and other necessary project documentation.

Project Approach

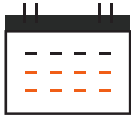
Griffin approaches projects with the perspective of an Owner, and the insight of an Architect and Contractor. Like an Owner, we approach each project as if it is our own money, schedule, and facility that is being developed. We also understand the technical aspects and trade knowledge essential to providing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

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



COMMUNICATION / DOCUMENT CONTROL

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



SCHEDULE MANAGEMENT

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



FINANCIAL CONTROLS

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



QUALITY CONTROL OBSERVATIONS

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

List of Available Services

STRATEGIC CONSULTING

Operational Assessment
Needs Assessment
Space Efficiency Studies
Space Planning
Programming
Facility Condition Assessment
Benchmarking Studies
Feasibility Studies
Capital Assessment
Campus Master Planning
Phasing Analysis
Implementation Strategies
Relocation Planning & Management
Portfolio Utilization Analysis
Sustainability

REAL ESTATE CONSULTING

Real Estate Brokerage Services
Property Analysis & Due Diligence
Lease / Buy / Build Analysis
Property Acquisition & Disposition
Lease Evaluation & Negotiation
Portfolio Evaluation & Management
Portfolio/Lease Administration
Development Consulting

DEVELOPMENT MGMT.

Site Selection
Acquisition Analysis
Financing Support
Planning
Implementation
Sales & Marketing Support
Disposition Analysis
Lease Analysis
Market Analysis
Due Diligence

FINANCIAL SERVICES

Budget Analysis
Sources & Uses
Actual/Projected Expenditures
Contract Allowances
Contingency Update & Tracking
Financial Structuring & Planning
Portfolio Review & Rationalization
Transaction Management
Capital Costs / Operating Expenses Eval.
Portfolio Optimization
Sale-Leasebacks
Disposition Strategies
Financial Statement Evaluations
Negotiations

PROJECT MGMT. & DELIVERY

Owner Representation
Program Management
Preconstruction Management
Integrated Project Delivery
Lease-Leaseback
Public-Private Partnership (P3)
Design-Build
Multi-Prime Delivery
Project Mgmt. Tools & Program Develop.
Facilities Management
Entitlement Management
Procurement
Design & Construction Administration
Occupancy Management
Project Accounting
Review of Contractor & Consultant Agmts
Review of Other Relevant Agreements
Budget Development
Schedule Development Analysis
Delay Claims
Look Ahead/Look Back Update
Current Construction Schedule
Project Closeout

EXHIBIT B

Schedule of Charges/Payments

Item No.	PROJECT PHASE	PRINCIPAL-IN-CHARGE	PROJECT EXECUTIVE	CONSTRUCTION MANAGER
		Robert Godfrey \$300/hr*	Lance Solomon \$275/hr*	Gene Lombardo \$265/hr*
1	PRE-CONSTRUCTION	0	0	0
1.1	Project initiation & start-up	Incl	Incl	Incl
1.2	Preconstruction meeting	Incl	Incl	Incl
2	CONSTRUCTION	160	800	3440
2.1	Conduct & coordinate field meetings with team as-needed	Incl	Incl	Incl
2.2	Review ongoing traffic handling & traffic control plans	Incl	Incl	Incl
2.3	Labor compliance interviews & monitor compliance	Incl	Incl	Incl
2.4	Conduct regular safety reviews of the entire project	Incl	Incl	Incl
2.5	Coordinate design engineers, project managers & stakeholders	Incl	Incl	Incl
2.6	Coordinate & implement utility relocations	Incl	Incl	Incl
2.7	Review contractor's submittals & coordinate with agencies	Incl	Incl	Incl
2.8	Coordinate with geotechnical engineers & special inspections	Incl	Incl	Incl
2.9	Prepare, process & monitor contract change orders	Incl	Incl	Incl
2.10	Review progress payments & extra work bills	Incl	Incl	Incl
2.11	Prepare quantity estimates & submit with daily inspections	Incl	Incl	Incl
2.12	Independently double check all quantities prior monthly estimate	Incl	Incl	Incl
2.13	Ensure the contract change orders are accurately covered	Incl	Incl	Incl
2.14	Ensure Force Account is agreed to in writing daily	Incl	Incl	Incl
2.15	Review schedule for accuracy & all updates on a monthly basis	Incl	Incl	Incl
3	PROJECT CLOSEOUT	16	80	344
3.1	Prepare punch lists	Incl	Incl	Incl
3.2	Participate in final inspection, testing & release of facilities	Incl	Incl	Incl
3.3	Review record drawings (As-Builts)	Incl	Incl	Incl
	Total Hours	176	880	3784
	Subtotals	\$54,640	\$248,400	\$1,030,280
PROJECT / CONSTRUCTION MANAGEMENT TOTAL				\$1,333,320
4	REIMBURSABLE COSTS			\$131,680
4.1	Insurance			\$12,680
4.2	Cloud based document management system			\$20,000
4.4	Scheduling Support (Tempus)			\$74,000
4.5	Estimating Support (HLCM)			\$20,000
4.7	Misc. allowances			\$5,000
GRAND TOTAL				\$1,465,000

* See "Qualifications and Exclusions" for escalation included in rate