

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND GRIFFIN STRUCTURES, INC.**

THIS AGREEMENT FOR PROJECT SERVICES ("Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Griffin Structures, Inc., a California Corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City or services required to be performed by City, are set forth in Exhibit "A".
- B. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
- D. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. California Labor Law Requirements. Consultant shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including California Labor Law Requirements as set forth in Exhibit "E".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
- 2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this

Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics, or other materials shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend, and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C," the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant, to the extent available, with any City standards, details, specifications, and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all

authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, and its officials, officers, and employees (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City.
 - a. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter)

arising out of or related to the performance of this Agreement, excluding Consultant's design professional services, and to the maximum extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, to the extent that they arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- b. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - c. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
- 15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
 - 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 - 17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
 - a. Acknowledgement. Consultant will comply with the provisions of this paragraph to the extent applicable to the Consultant. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one

(1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one (1) and one-half (1/2) times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Prevailing Wages. City and Consultant acknowledge that this project is a public work to which prevailing wages apply. To the extent applicable to Consultant, Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.

18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.

36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

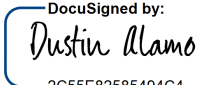
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15th day of July, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

GRIFFIN STRUCTURES, INC.,
a California corporation

James A. Light, Mayor

DocuSigned by:

2C55E82585494C4...
By: _____
Name: Dustin Alamo
Title: Vice President

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT'S DUTIES

CONSULTANT SHALL COMPLETE THE FOLLOWING DUTIES:

Consultant shall assist the City in implementing Measure FP, a General Obligation Bond Measure adopted by the voters of Redondo Beach to replace Fire Stations 1 and 2, rebuild the Main Police Station, and renovate the Police Annex Facility (Project).

Consultant shall dedicate the Project Team (Griffin Structures team members and any sub-consultants), as specified in its proposal, dated March 27, 2025, in response to RFP #2425-004 (Proposal), to perform and complete the work in accordance with the tasks and schedule referenced herein. In the event of any conflict or inconsistency between the terms of this Agreement and those set forth in the Proposal, the terms of this Agreement shall prevail and take precedence.

Any proposed change(s) to the Griffin Structures Project Team must be communicated to the City with thirty (30) days advance notice and the Consultant shall receive written approval from the City's Project Manager prior to the implementation of such change(s). Consultant shall perform duties as per the schedule established in Exhibit "B."

General Requirements

Consultant shall assist the City to verify the tasks associated with this Project are completed in accordance with all federal, state, local laws and regulations, including but not limited to applicable codes, regulations, and funding requirements. The Consultant's duties shall include, but not be limited to, providing professional project management processes aligned to industry standard practice using subject matter expertise to provide advice and consultation with respect to design, engineering, project scope, schedule, budget, cost estimating, procurement, implementation, and commissioning.

Consultant shall facilitate the flow of information and access between the City and Project participants, and as requested by the City (e.g., for public presentations/meetings); track deliverables, decisions, and submittal reviews requested or to be made by the City; and ensure that a document management system is employed for relevant Project documents including but not limited to submittals, RFIs, meeting minutes, shop drawings, etc. Upon final completion of the Project, Consultant shall provide an organized and coordinated copy of the contents of the document management system to the City.

STRATEGIC PLANNING PHASE

Task 1: Project Kickoff & Visioning

A. Meetings / Working Sessions / Preparation

1. Identify key City stakeholders, end-users, and other decision makers from various City Departments, including but not limited to the City Manager's Office, City Treasurer's Office, Community Development, Financial Services, Fire, Information

- Technology, Police, and Public Works to establish a Project Communication Plan.
2. Review and agree on project goals, objectives, expectations and priorities.
 3. Prepare, drive and monitor the master schedule, including agreed to weekly and/or monthly reports on (non)conformance to the schedule, including:
 - a. Detailed schedule for contract execution covering statement of work (SOW) and contract data requirements list (CDRL) as referenced in the table included as part of Task 2D, and more specifically CDRL No. 2.
 - b. Baseline (“should-be”) plan versus as-run (“what is”) projection of CDRL.
 4. Deploy a Project management platform/software with mutually agreed to reporting procedures, templates, and technology formats in order to provide a projection of tasks to be completed by the Consultant over thirty (30) day periods and including:
 - a. Access to City Project Team for review and reporting.
 - b. Summary of CDRL, activities, events, milestones and progress.
 - c. Pending/proposed scope changes and status thereof (i.e., change orders and directives), quality assurance summary and status, and risk analysis.
 - d. Key performance indicators (KPIs) and highlighted/flagged issues through monthly total Project financial and schedule summaries.
 5. Implement a document control system with a master filing index and routing protocols/control structures for proper storage and archiving of documents.

B. Visioning Document - Project Roadmap

1. Establish a structured framework for decision-making through the project lifecycle, including a Program Management Plan (PMP) with key elements that:
 - a. Define organizational roles and responsibilities (primary and secondary/support functions) against SOW, CDRL, and KPIs.
 - b. Create a work breakdown structure (WBS) for team member assignments.
 - c. Determine contract schedule, cost and subcontractor management oversight, including approval processes, protocols, standards and outputs.
 - d. Utilize Critical Path Method (CPM) scheduling to identify dependencies and potential bottlenecks, optimize resource allocation, and manage risk.
 - e. Report costs (actual vs. projected) over a thirty (30) day period mapped to SOW, CDRL and WBS to assess scope, sequence and activity duration.
2. Implement a Project Charter that officially initiates the Project and serves as the single source/guide for decisions across all facilities and through all phases on:
 - a. Project purpose, objectives, scope, stakeholders, critical activities, major milestones, performance, deliverables, and high-level requirements.
 - b. Budget and cost projections and scheduling/time restrictions or constraints.
 - c. Resource allocation, risk analysis/management, and accountability metrics.

Task 2: Strategic Plan / Sequencing

A. Development of Strategic Plan

1. Develop preliminary site phasing, logistics, and requirements for continuity of operations, including potential temporary facility alternatives, coupled with preferred capital funding timeline and financial feasibility for such options.
2. Identify all project phases and elements, including design, construction, temporary facilities, permitting and contingencies for optimal sequencing of facility rollouts.
3. Consider mitigation strategies for potential operational disruptions, if multiple facilities are under construction simultaneously, and budget implications of

- staggered construction to achieve financial efficiency and minimize cost overruns.
4. Coordinate with the City's Municipal Financial Advisor to align bond issuance, and number of tranches, with optimal phasing, financial needs, and market conditions.
 5. Deliver a Strategic Plan Document to the City Project Team.

B. Temporary Provisions

1. Identify temporary facility locations to sustain seamless public safety services and implement emergency response continuity measures.
2. Develop alternative solutions for critical support functions, such as parking, equipment storage, and personnel relocation as necessary for each phase.

C. Meetings / Revisions

1. Establish a regular (i.e., weekly, biweekly, etc.) meeting schedule with the City Project Team, and other appropriate stakeholders as needed, to review project plans, specifications and special provisions and to provide administrative management input on such documents.

D. Reporting / Presentations

1. Produce monthly report(s)/presentation(s) that capture the progress accomplished in the preceding month(s), anticipated activities, and any schedule updates according to the following example of a Contract Data Requirements List (CDRL), or in an otherwise agreed upon format, and schedule monthly update meetings with the City Project Team to review such documents/reports.

CDRL No.	Deliverable	Description / Task Components	Format(s)	Date(s)
1	Program Management Plan [Including Project Charter, Communication Plan, Software Platform(s) / System(s), and Integrated Project Management Plan(s) for Each Facility]	<ul style="list-style-type: none"> - Describe Project organizational structure, roles and (primary/support) responsibilities against SOW & CDRL. - Assess Project scope for delivery method(s); procurement processes, standards/protocols; and solicitation and selection of design, engineering, and construction contractor(s). - Develop contract schedule and operating costs against budget, compiling "useful life" analysis for modernization components and site logistics/facility requirements. - Implement document control processes and systems for tracking decisions, deliverables, and information exchanged among the City and Project Teams. - Establish quality assurance status benchmarks and risk analysis mechanisms for proposed change orders/directives. 	<ul style="list-style-type: none"> <input type="checkbox"/> Adobe Acrobat PDF <input type="checkbox"/> Computer-Aided Design (CAD) <input type="checkbox"/> Image File (e.g., JPEG) Microsoft 365 <ul style="list-style-type: none"> <input type="checkbox"/> Excel <input type="checkbox"/> Planner <input type="checkbox"/> PPT <input type="checkbox"/> Project <input type="checkbox"/> Word <input type="checkbox"/> Oracle Primavera Submittal Exchange <input type="checkbox"/> Other 	<p>Weeks 1-8 Following Award of Contract</p> <p>Meetings / Working Sessions / Prep.: Weeks 1-2</p> <p>Visioning Document: Weeks 2-3</p> <p>Strategic Plan: Weeks 1-8</p> <p>Updates as Required for Each Phase</p>

2	Program Schedule [Including a Consultant Contract Schedule; Integrated Master Schedule Across All Facilities; and Site / Facility Specific Schedules]	<ul style="list-style-type: none"> - Provide detailed schedule for contract execution covering SOW, CDRL, CPM, key milestones and proposed activities to accomplish Project goals and objectives. - Develop baseline measures and collect “run data” to determine process deviations and/or delays for tasks such as: <ul style="list-style-type: none"> * Replacement needs assessment; * Feasibility/program analysis; * Site specific investigation/research; * Concept design and plan review; * Schematic drawings/diagrams; * Value engineering/cost management; * Permitting and agency clearances; * Construction bids/procurement; and * Move-in/occupancy/close-out lists. <p>Facility specific schedules:</p> <ul style="list-style-type: none"> - FS1 - Fire Station 1: 401 S. Broadway - FS2 - Fire Station 2: 2400 Grant Ave - PD HQ - Main Police Bldg.: 401 Diamond St - PD AB - Police Annex Bldg.: 200 N PCH 	<ul style="list-style-type: none"> <input type="checkbox"/> Adobe Acrobat PDF <input type="checkbox"/> Computer-Aided Design and Drafting (CADD) <input type="checkbox"/> Image File (e.g., JPEG) Microsoft 365 <input type="checkbox"/> Excel <input type="checkbox"/> Planner <input type="checkbox"/> PPT <input type="checkbox"/> Project <input type="checkbox"/> Word <input type="checkbox"/> Oracle Primavera Submittal Exchange <input type="checkbox"/> Other 	<p>Weeks 1-12 Following Award of Contract</p> <p>Delivery Method Analysis and Presentation Preparation: Weeks 1-6</p> <p>Reporting, Revisions and Updates: Weeks 7-8</p> <p>Site Specific Research, Analysis and Revisions: Weeks 9-12</p>
3	Contract Cost Reporting [Including Integrated Project Cost Projection(s) and Performance Reporting for Each Facility]	<ul style="list-style-type: none"> - Report actual or incurred costs as compared to proposed costs by activity, and indicate cost performance based on completed work. - Track and communicate the financial performance of the Project (schedule) for activities over thirty (30)-day period(s) mapped to a WBS budget, inception-to-date (ITD) balances, and estimate at completion (EAC) based on run data and projected cost overruns. - Indicate costs incurred over prior period(s) and expenditures expected for upcoming reporting period(s), maintain baseline cost, report on any new performance data, and delineate remaining reserve(s). <p>Facility specific cost projections and associated reporting:</p> <ul style="list-style-type: none"> - FS1 - Fire Station 1: 401 S. Broadway - FS2 - Fire Station 2: 2400 Grant Ave - PD HQ - Main Police Bldg.: 401 Diamond St - PD AB - Police Annex Bldg.: 200 N PCH 	<ul style="list-style-type: none"> <input type="checkbox"/> Adobe Acrobat PDF <input type="checkbox"/> Image File (e.g., JPEG) Microsoft 365 <input type="checkbox"/> Excel <input type="checkbox"/> Planner <input type="checkbox"/> PPT <input type="checkbox"/> Project <input type="checkbox"/> Word Oracle <input type="checkbox"/> Primavera Submittal Exchange <input type="checkbox"/> Project Costing <input type="checkbox"/> Other 	<p>Monthly</p> <p>Provide within ten (10) days of the end of each month, unless otherwise specified or agreed to by the City and Consultant.</p>

4	Contract Status Reporting [Consistent with Project Requirements and Identified by Consultant in Scope of Work]	<ul style="list-style-type: none"> - Summary of ongoing activities, milestones completed, and projection of work to be accomplished over the next thirty (30) days. - Overview of adherence to scope, schedule, budget and contracting strategy as specified in the PMP and per SOW. - Highlight any emergent issues, analyze potential risks and consider mitigation(s). - Confirm/complete task(s) checklists, meeting(s) schedule(s), and/or other deliverables requiring coordination. <p>Facility specific status reports as needed:</p> <ul style="list-style-type: none"> - FS1 - Fire Station 1: 401 S. Broadway - FS2 - Fire Station 2: 2400 Grant Ave - PD HQ - Main Police Bldg.: 401 Diamond St - PD AB - Police Annex Bldg.: 200 N PCH 	<input type="checkbox"/> Adobe Acrobat PDF <input type="checkbox"/> Microsoft 365 <input type="checkbox"/> Excel <input type="checkbox"/> Planner <input type="checkbox"/> PPT <input type="checkbox"/> Project <input type="checkbox"/> Word <input type="checkbox"/> Oracle Primavera Submittal Exchange <input type="checkbox"/> Project Costing <input type="checkbox"/> Other	Monthly Provide within ten (10) days of the end of each month, unless otherwise specified or agreed to by the City and Consultant.
5	Integrated / Master Budget [With Facility Specific Budget Projections]	<ul style="list-style-type: none"> - Supply an overall budget and financial reporting system for entire Project and for each facility that include consultants, construction, FFE, IT, security upgrades and other cost contingencies. - Modify and update the estimate(s) of cash flows, payments, and total expenses at the conclusion of each Project phase. 	<input type="checkbox"/> Microsoft Excel <input type="checkbox"/> Oracle Project Costing <input type="checkbox"/> Other	Every Sixty (60) Days, unless otherwise specified or agreed to by the City and Consultant.
6	Executive Briefings, Meetings with City Staff, and Public / City Council Presentations	<ul style="list-style-type: none"> - Provide briefing materials, charts/tables, graphics, presentation slides, etc. as needed to fulfill tasks outlined and as agreed to in Exhibits "A" and "B". - Attend and present, as necessary, to the City Council about the Project's next steps. 	<input type="checkbox"/> Adobe Acrobat PDF <input type="checkbox"/> Microsoft PowerPoint <input type="checkbox"/> Other	Specified in Exhibit "B" for Strategic Planning Phase and as agreed to thereafter.

Task 3: Delivery Method Analysis

A. Delivery Method Analysis and Presentation Preparation

1. Assess the advantages and challenges of different approaches such as Design-Build (DB), Design-Bid-Build (DBB), Progressive Design-Build (PDB), and Construction Manager at Risk (CMAR) to determine the best path forward.
2. Conduct said assessment taking into account the City's budget and funding structure; complexity of facilities being constructed; level of flexibility needed to manage risks and unforeseen conditions; and the need for expedited delivery, balancing speed with quality and efficiency.

B. Recommendations and Updates

1. Advise on a delivery method(s) and procurement process(es) for the Project.
2. Make recommendations on the solicitation, selection and procurement of qualified designer(s), construction contractor(s), and other vendors.

C. Meetings / Revisions

1. Hold pre-bid meeting(s) to prepare proposal and bid packages, including the advisement on and coordination of responding to RFIs, negotiating contracts, etc. as part of the competitive bidding process of the Project.

Task 4: Regulatory and Environmental Considerations

A. Site Specific Research

1. Identify relevant entitlements or permits that could impact the Project schedule.
2. Flag potential environmental constraints, risks or assumptions.
3. Consider opportunities to streamline approval processes and mitigate delays.

B. Analysis and Recommendations

1. Compile assessment information to determine and recommend how to prioritize building systems, components and features for modernization and compliance.

C. Meetings / Revisions

1. Establish a regular (i.e., weekly, biweekly, etc.) meeting schedule with the City Project Team, and other appropriate stakeholders as needed, to finalize the scope and roadmap based on any new information or updates.

Task 5: Council Briefing / Approval to Proceed to Preconstruction Phase

A. Council Presentation Preparation / Staff Report

1. Assist with the preparation and delivery of a staff report pertaining to the Project's next steps, including a professional services agreement for a scope of work/services in the Pre-Construction, Construction, and Close-out/Commissioning Phases to include but not limited to the tasks outlined below.

B. Council Meeting Presentation

1. Attend and present, as necessary, to the City Council about the Project's next steps.

Funding for the Pre-Construction, Construction, and Commissioning/Closeout Phases of the Project is not included in Exhibit "C" [Compensation], as pricing for these phases will be proposed once the project delivery method and schedule have been established and such will be presented to the City Council as part of an amendment to this Agreement or as a separate Fee Agreement.

The scope of work for the aforementioned phases shall be developed during the Strategic Planning Phase and shall include but not be limited to the following task categories and deliverables.

PRE-CONSTRUCTION PHASE

Task 1: Assemble Design and Construction Teams

- Lead procurement of project professionals (architects, designers, contractors, construction managers, engineers, inspectors, utility providers, etc.).
- Prepare pre-qualification process and analysis for various solicitations.
- Make recommendations and assist with contract award negotiations, including with cost estimation and value engineering assessments and suggestions.
- Develop and review design documents for continuity of operations, adherence to design standards and space constructability, and based on project risk.

Task 2: Establish and Implement Master Project Processes and Controls

- Develop a project execution plan (PEP) for each facility that outlines key team roles, communication protocols, and decision-making hierarchies.
- Implement a document control system to maintain, access and log all permits, approvals, records, and other authorizations, including but not limited to RFIs, submittals, meeting minutes, plan reviews, design updates/changes, etc.
- Review and comment on general contractors' procurement policies along with general conditions/standards, requirements and construction duration.
- Provide day-to-day interface with the prime contractor and operational staff.

Task 3: Develop and Implement a Master Project Budget(s)

- Compile life-cycle cost analysis (LCCA) to prepare cost estimates and prioritize building systems, facility finishes and modernized components.
- Establish quality assurance (QA) summary and progress/status reports for tracking deliverables, submittal reviews, contractor decisions, and change directives, including pending, proposed and completed change orders.
- Develop a risk management framework to prevent costly disruptions.
- Provide monthly total project budgets, financial and cash flow summaries with calculations such as inception-to-date (ITD) balances, estimate at completion (EAC) forecasts, cost performance index (CPI), and burn rate.

Task 4: Develop and Implement a Master Project Schedule(s)

- Finalize construction start and completion dates for each facility.
- Coordinate with contractors/other consultants related to equipment, materials procurement, delivery and installation timelines for each facility.
- Conduct regular (based on agreed to and established schedule) progress meetings to review for ongoing costs, scope, long lead times, constructability, end-user needs, schedule feasibility and any other emergent issues/risks.
- Submit weekly summary of ongoing activities benchmarked, milestones completed, and projection of work to be achieved in the next thirty (30) days.

CONSTRUCTION PHASE

Task 1: Job Start Meeting(s)

- In accordance with general conditions and contract documents, agenda to include items such as lines of communication, deferred approvals, site coordination plan, safety and quality, pre-installation conferences, testing and inspection, payment applications, submittals, procedures for processing field conditions, and occupancy requirements.

Task 2: Work Summary

- Sequencing and work tasks of all trades, subcontractors, and utility service providers, as well as any work restrictions that may apply to specific areas, ingress/egress, 'quick release' mechanisms or construction activities.
- Review owner furnished, owner installed (OFOI) and owner furnished, contractor installed (OFCI) requirements and establish timelines for delivering and installing such property or building appurtenances.

Task 3: Site Logistics

- Identify laydown areas, program layout, and contractor mobilization.
- Consider traffic control, signal preemption and public access needs.
- Establish power integration and any backup generators for duplicative systems, and validate mechanical and sewer line program elements.
- Map out separation zones and circulation based on program needs.

Task 4: Progress Meetings

- Weekly meetings to validate decisions, milestones have been reached, and dates have been established for completion of critical tasks.
- Implement and monitor a dedicated 24/7 hotline for community residents.
- Report rejected work immediately to the city and recommend courses of action when requirements of any contract(s) are not being fulfilled.

Task 5: Submittals, RFIs, and Material Procurement Items

- Submittals, especially with long lead items, to be reviewed/approved.
- Contractor to submit RFIs following the Notice to Proceed (NTP).
- Utilize a web-based document control system to ensure timely responses to contractor's questions and to track, follow up on, and report submittals.
- Assist architect regarding any questions from contractor on the meaning and intent of drawings, specifications and/or any other planning documents.

Task 6: Payment Application Protocol & Change Order Management

- Contractor(s) to submit preliminary "pencil copy" of payment application request(s) at set number of days before the payment application due date.
- Payment application to be itemized using the approved schedule of values (SOV) and reviewed before final payment application is submitted.
- Change order requests to be evaluated for entitlement and fair cost estimate, and present approve/not approve recommendations to the City.

Task 7: Quality Assurance Controls

- Quality assurance (QA) manual to include quality of service, quality of technical work, and quality of final project based on specific tasks.
- Quality management system (QMS) to encompass verifying vendor (sub)contractor work and materials/data; inspection of delivered material and equipment; and validation of work-in-progress and work-in-place.
- Peer reviews for mechanical, engineering and plumbing (MEP) work.
- Coordinate periodic inspection(s) by the architect of contractor work.

Task 8: Reporting and Document Control Systems

- Provide at minimum monthly reports on items such as estimated percentage of completion, value of work in place, schedule, risks, potential claims, and mitigation strategies, actual versus planned construction expenditures, KPIs for milestones/progress, and deviations from the approved contract documents.
- Utilize document control system to track submittals; process shop drawings and samples; and record all contracts, purchases, materials, equipment, handbooks, standards/codes, and operation manuals.

Task 9: Health and Safety Plan & Labor Compliance

- Site-specific Health and Safety Plan (HASP) in accordance with contract requirements and applicable local, state, and federal labor regulations.
- Draft a special inspection and materials testing services RFP solicitation from third parties and coordinate/manage said services until completion.

COMMISSIONING / CLOSE-OUT PHASE

Task 1: Substantial Completion

- Conduct substantial completion walk throughs, direct architect's preparation of a punch list, and monitor contractor's punch list resolution/completion.
- Oversee the commissioning matrix and manual, and ensure mechanical, electrical, plumbing, security, etc. systems function according to design, intent, and requirements of California Title 24 Building Standards Code.
- Inspect, verify and document proper installation and performance of equipment, utilities, and operating systems and train building staff on such.
- Establish a commissioning plan that serves as reference for the general contractor, guidance/direction for each phase of the commissioning, and structure to enable maximum system performance upon move-in.

Task 2: Final Completion

- Coordinate the final inspection and transmit required guarantees, affidavits, releases, bonds and waivers; turn over all keys, manuals, record drawings, and maintenance stocks to the city; and assist with evaluation of any claims.
- Assist in obtaining temporary and permanent certificates of occupancy.
- File/process all notices of completion, coordinate final payment, secure final conditional lien releases, and recommend project acceptance inclusive of "as-built" drawings.
- Provide a financial report that delineates the final costs of the program/project, including design, construction, inspection, FF&E, and other soft costs.
- Include any instructional programs for demonstration and training of staff on building systems, subsystems, equipment, and maintenance elements.

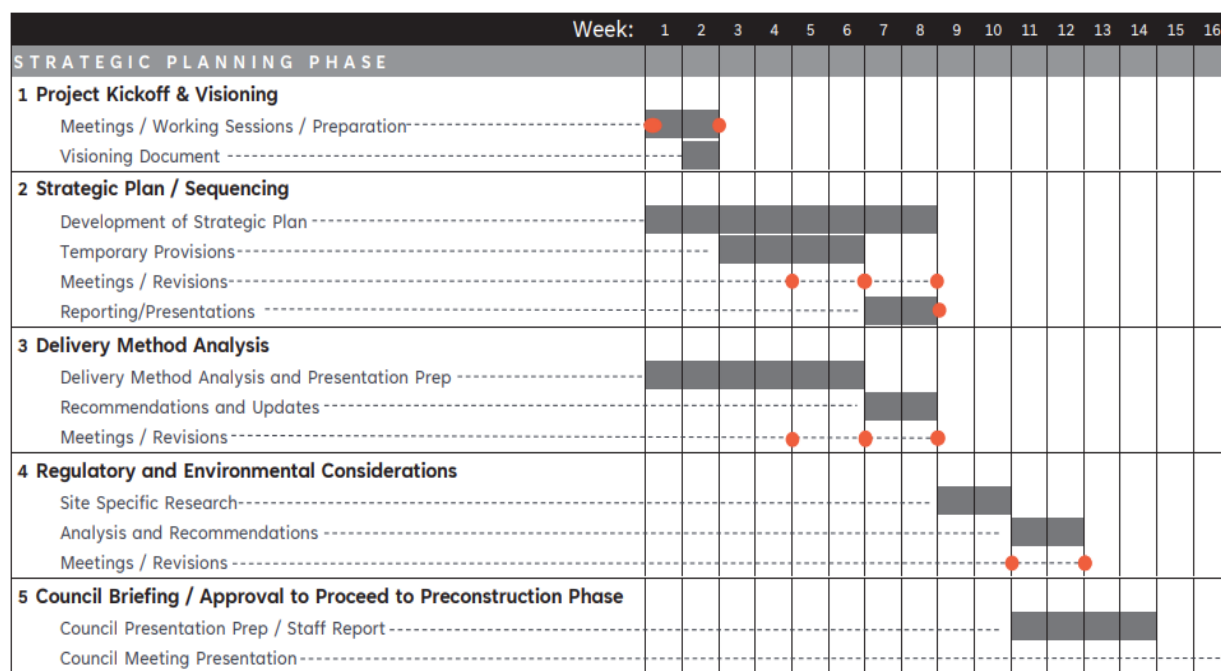
EXHIBIT "B"

SCHEDULE OF SERVICES

Following contract approval, Consultant shall provide and maintain the following Project schedule with contract status reports or executive briefings, at least monthly or at other appropriate intervals, which shall summarize adherence to and fulfillment of the scope of services detailed in Exhibit "A."

Project Schedule

Please find our proposed project schedule inclusive of various proposed activities to accomplish Project goals and objectives below.



● Denotes meeting w/ Client

EXHIBIT "C"

COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

- I. **AMOUNT.** Consultant shall be paid for the services rendered as described in Exhibit "A" in accordance with the schedule set forth below.

REIMBURSABLE EXPENSE. Expenses incurred by Consultant in performance of this work shall be reimbursed in accordance with the following schedule. No expense shall be reimbursed without prior written authorization from the City.

Description: Strategic Planning Phase	Amount
Task 1: Project Kickoff & Visioning	\$ 15,540
Task 2: Strategic Plan / Sequencing	\$ 52,010
Task 3: Delivery Method Analysis	\$ 36,230
Task 4: Regulatory and Environmental Considerations	\$ 32,640
Task 5: Council Briefing / Approval & Finalized Services Agreement to Proceed to Pre-Construction Phase	\$ 11,890
Reimbursables (insurance, reprographics, etc.)	\$ 1,690
TOTAL	\$ 150,000

- II. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, the allocated amounts for each task are estimated figures, and there may be reallocation among these tasks, provided that the Consultant's compensation shall not exceed \$150,000.

- III. **METHOD OF PAYMENT.** Consultant shall submit monthly invoice(s) to the City for approval and payment by email to the established City Point of Contact(s).

Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City, and attach the prior written authorization of the City and copies of receipts to substantiate expense requests as follows:

- A. Task number.
- B. Title of personnel who performed work on the Task.
- C. Description of the work performed.
- D. Percentage of work completed
- E. Fee or prorated fee (if applicable) for work performed.
- F. If applicable, expenses incurred.

Consultant shall also provide (attach) a contract cost reporting document (as detailed in Exhibit "A") that includes items such as actual (versus proposed) costs for activities accomplished during the past thirty (30) day period (mapped to SOW, CDRL and WBS, showing critical path) and the impact thereof on the total budget over the next thirty (30) days and through Project completion, where applicable. Consultant shall provide any other back-up material upon request.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within (30) days of the City's receipt and approval of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount. Consultant reserves the right to assess a one and one-half percent (1 ½%) per month (eighteen percent (18%) per year) service charge on any non-disputed unpaid balances over sixty (60) days outstanding.
- V. **NOTICE.** Written notices to City and Consultant shall be given by email, or registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Griffin Structures
1 Technology Drive, Bldg. I, Ste. 829
Irvine, CA 92618
Attn: Dustin Alamo, VP & Predevelopment Manager
dalamo@griffinstructures.com

City: City of Redondo Beach
City Manager's Office
415 Diamond Street
Redondo Beach, CA 90277
Attn: Luke Smude, Assistant to the City Manager
luke.smude@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received on the third (3rd) day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"
INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification obligations under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- C. Workers' Compensation insurance as required by the State of California. Employer's Liability Insurance.
- D. Errors and Omissions liability insurance appropriate to the Consultant's profession, such that professional liability insurance includes contractual liability to the extent that liability would exist in the absence of a contract.

II. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Errors and Omissions liability: \$1,000,000 per claim.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, and employees or (2) the Consultant shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

IV. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement:

1. General Liability: The City, its officers, elected and appointed officials, and employees are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.
2. Automobile Liability: The City, its officers, elected and appointed officials, and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.
3. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, and employees shall be excess of the Consultant's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail has been given to the City.
5. Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
6. Errors and Omissions policy, if written on a claims-made basis, shall be maintained by the Consultant for a period of one year after the completion of the project.
7. Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project.
8. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

V. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

VI. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

VII. Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "E"
AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.
4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.
7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned

Sections for all apprenticed occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.
9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”
10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.
11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation,

finances, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Dani Schulze PHONE (A/C, No, Ext): 714-202-0390 E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com	FAX (A/C, No):
License#: 6003745 GRIFSTR-01	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Griffin Structures Inc 1 Technology Dr., Building I Ste. 829 Irvine CA 92618	INSURER A: Great American Assurance Company	26344
	INSURER B: ARCH SPECIALTY INSURANCE COMPANY	21199
	INSURER C: United Financial Casualty Company	11770
	INSURER D: Oak River Insurance Company	34630
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1148201112**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLP5775546	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 5,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	06409713	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EXC5775547	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	GRWC529454	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		Y	PDCPP0038504	12/31/2024	12/31/2025	Per Claim \$2,000,000 Aggregate Limit \$4,000,000 Deductible \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
Project: Fire Stations 1 and 2, rebuild the Main Police Station, and renovate the Police Annex Facility
City of Redondo Beach, its officers, elected and appointed officials, employees are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

City of Redondo Beach 415 Diamond Street Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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The first **Named Insured** shall act on behalf of all **Insureds** for all purposes, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, complying with all applicable **Claim** provisions, giving and receiving notice of cancellation or nonrenewal, reimbursement to the **Insurer** of any **Retention** advanced and the exercise of the rights provided in Section 11. Extended Reporting Period or Section 24. Subrogation.

24. SUBROGATION

In the event of any payment under this Policy, the **Insurer** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** or **Additional Insured** (if applicable) shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** or **Additional Insured** (if applicable) shall do nothing to prejudice such rights.

The **Insurer** shall not exercise any such right against any **Insured**, **Additional Insured** (if applicable) or against any **Insured's** clients if prior to the **Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by such **Insured**.

All recoveries obtained through subrogation shall be applied equally towards the **Insured's Retention** and the **Insurer's** costs with any remaining balance payable to the **Insurer**.

25. TITLES

The titles of the sections of and endorsements to, this Policy are for reference only. Such titles shall not be part of the terms and conditions of coverage.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Blanket Waiver**

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 12/31/2024

Policy No.: GRWC529454

Endorsement No.:

Insured:

Premium \$

Insurance Company: Oak River Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC
STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy. Such person or organization is an Additional Insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or
2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the Additional Insured.

A person's or organization's status as an Additional Insured under this endorsement ends when your operations for that Additional Insured are completed.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. supervisory, inspection, architectural or engineering activities.
2. "Bodily injury," or "property damage" occurring after:
 - a. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - b. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

**Name of Additional Insured Person(s) or
Organization(s):**

Location and Description of Completed Operations:

Any person or organization that "you" and such person or organization have agreed in writing in a contract that such person or organization be added as an additional insured on "your" policy, but only for "your work" performed during this policy period.

"Your work" performed during this policy period.

Additional Premium: Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that Additional Insured and included in the "products-completed operations hazard."

Policy # GLP5775546

GAC 3649CG
(Ed. 11 06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This insurance is primary to any other insurance held by third parties with respect to work performed by you under written contractual agreements with such third parties and any other insurance which may be available to such third parties shall be non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

Name of Person or Organization:
Any person or organization for whom or on whose behalf "you" are performing operations when "you" and such person or organization have agreed in writing in a contract or agreement to waive any right of recovery "we" may have against such person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.