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SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this 19th day of July, 2023 ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation ("the **City**"), and **GRIFFIN STRUCTURES, INC.**, a California S-corporation, whose address is **1 TECHNOLOGY DRIVE, BUILDING I, SUITE 829, IRVINE, CALIFORNIA 92618** ("**Provider**"), in reference to the following facts and circumstances:

RECITALS

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: Project Manager and Owner's Representative for the Design and Construction of the Alameda City Aquatic Center. City staff issued an RFP on March 16, 2023 and after a submittal period of twenty-nine days received four timely and responsive proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs

C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. Whereas, the City Council authorized the City Manager to execute this agreement on July 18, 2023.

E. The City and Provider desire to enter into an agreement for Design and Construction of the Alameda City Aquatic Center, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the first day of August 2023, and shall terminate on the last day of June 2027, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be

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according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for this Agreement shall not exceed $1,077,000, which includes $30,000 for reimbursable costs, and a $50,000 (approx. 5%) contingency. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical)

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including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), as caused by Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

> "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the

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term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials and employees as additional insured shall be submitted with the insurance certificates.

Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	$1,000,000 each occurrence $2,000,000 aggregate - all other
Property Damage:	$1,000,000 each occurrence $2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of $2,000,000 and aggregate limits in the amounts of $4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, and employees, is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	$1,000,000 each occurrence
Property Damage:	$1,000,000 each occurrence
or	
Combined Single Limit:	$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials and employees is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and

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omissions if the services being provided are technology-based, in the following minimum limits:

$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSUREDS:

The City, its City Council, boards, commissions, officials and employees shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess

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of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted.

11. CONFLICT OF INTEREST:

Provider represents that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

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13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

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b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Jack Dybas, Project Manager
Ph: (510) 747-7948 / Email: jbybas@alamedaca.gov

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Griffin Structures, Inc.
Operations
1 Technology Drive, Building I, Suite 829
Irvine, CA 92618

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ATTENTION: Jon Hughes
Ph: (949) 444-1615 / Email: jhughes@griffinstructures.com

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Jeanette Navarro, Engineering Office Assistant
Ph: (510) 747-7932 / Email: jnavarro@alamedaca.gov

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

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c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and

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complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. REGISTRATION OF CONTRACTORS:

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

27. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2027.:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

A. For the purposes of this section, the term "Claim", "Contractor", "mediation", "Public Entity" "Public works project" and "Subcontractor" shall have the meaning provided for in PCC Section 9204.

B. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.

C. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

D. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).

E. If the City fails to timely respond to a Claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

F. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed

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issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

G. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

H. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.

This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2027.

28. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

29. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

30. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

31. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

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IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

GRIFFIN STRUCTURES, INC.
a California S-corporation

Jon Hughes
President

Mark Hoglund
Chief Financial Officer

CITY OF ALAMEDA
a municipal corporation

DocuSigned by:
Amy Wooldridge
CF377C6EC7664C4...
7/19/2023

for Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:
21DC39E8C019480...

Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:
Len Aslanian
765D25E39B18464...

Assistant City Attorney

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SCOPE OF SERVICES

The City is seeking to retain the services of a Project Manager / Owner's Representative to guide and coordinate this Project through Design-Build process. One of the first duties will be to develop a Request for Proposals for Design-Build, assist the City in soliciting Design-Build Team proposals and negotiating the final scope of work. Once the Design-Build team is hired, the Project Manager will assist in the oversight of the design process and ongoing value engineering to ensure the project remains within budget.

The Project Manager will be expected to coordinate with various City staff and departments including, but not limited to, Recreation and Parks, Public Works, Planning and Building, City Manager's Office and Finance. It is anticipated that the Project Manager will be closely involved in reviewing design work product, ensuring public input is incorporated, coordinating internal departmental reviews, assisting with value engineering and design constructability, and generally ensuring the design meets the City and community needs.

The Project Manager will also coordinate with City staff to identify construction management and inspection consultant(s) for oversight of the daily construction. This includes creating a Request for Proposals, assisting with selection of a qualified firm and negotiation of scope of work.

During construction, the Project Manager is expected to serve as the Owner's Representative with respect to Project oversight, coordination with the construction management and inspection consultant(s), assisting with resolving issues, and keeping City staff and the public informed on progress. Upon completion of construction, the Project Manager will participate in the Project closeout, including but not limited to, final walk through and review and completion of the punch list.

Communication with City staff and the public are critical for this Project. The Project Manager will be expected to develop clear communication procedures with staff and other Project team members. The Project Manager will also assist in communicating public input to the design team and help maintain the balance between the design-build team, community input and budget constraints, particularly with respect to the Aquatic Center and park component design and construction. It is critical for the selected Project Manager to possess and exhibit proven, well-developed communication skills and tools as well as the ability to assist with navigating difficult decisions and addressing competing interests.

The Project Manager/Owner's Representative will provide comprehensive Project management services including, but not limited to, those listed below. If the responding individual/firm believes that the Project can be enhanced in any way by the addition of tasks or the deletion of any specified tasks, such information should be included in the proposal.

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1. General and Ongoing Tasks

Act as the City's representative during all phases of the Project including but not limited to the Program and Pre-Design Phase, Design Phase, Construction Phase and Project Closeout Phase of the Alameda City Aquatic Center Project.

- Define project expectations (reporting, project completion schedule, invoicing, frequency of status meetings);
- Develop a project management plan, clearly defining roles, key tasks, project schedule and project management tools to be used. Updated project schedule shall be provided at regular intervals;
- Regularly meet with staff, at least once per month or more frequently as necessary. These meetings may be virtual.
- Assist with developing and maintaining a realistic Project budget that includes all construction and non-construction costs including permit fees, design/build costs, inspection services, park components, equipment costs, furniture and fixtures and project contingency. Update the Project budget regularly, and deliver Project status reports, no less than monthly; and
- Submit invoices to the City on a monthly basis. Each invoice will be itemized and show task performed, number of hours worked per person/consultant, and rate per hour for each person/consultant. Any outside reimbursable expenses claimed must be supported with copies of vendor receipts.

2. Program and Pre-Design Phase

- Assist the City in clearly defining the scope of the Project (refinement of the conceptual plan that has already been developed);
- Assist in soliciting (assist in developing a Request for Proposals) and retaining a qualified design/build team for the Project. This will include participating in a pre-proposal meeting with interested teams, review of all proposals received, coordinating the circulation of the proposals to a review team and collection of all ranking information, assist in developing a short list of design/build for interviews, schedule and participate in the interviews, coordinate the ranking results from the interview panel, and assist in negotiating with the selected team.
- Develop and maintain a master schedule for design/build and report deviations to the City and resolve schedule issues; and
- Establish Project controls and procedures.

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3. Design/Build Phase

- Manage work of the design/build team;
- Collaboratively work with City staff to review design documents for completeness and for conformance with the City's objectives;
- Work with the design/build team to ensure that the design stays within budget, that the process stays on schedule, and to assist in ensuring constructability of the design;
- Work with City staff and the design/build team to make suggestions or identify changes that could improve the design, constructability, or reduce costs;
- Ensure that relevant comments and concerns from the public input process are appropriately addressed by the design team;
- Assist with value engineering studies and, if necessary, coordinate getting an independent estimate to ensure the Project will stay within the budget;
- Coordinate with all relevant regulatory agencies and assist with obtaining all required permits, building permits, and all required approvals;
- Coordinate with SLR International on any soil and/or groundwater contamination issues;
- Review/recommend payment requests from the design/build team. If necessary, assist in negotiating any changes to the scope of work and fee as the Project progresses; and
- Work with City staff to perform quality control of all design/build team deliverables (including those of subconsultants), such as plans, drawings and specifications, to ensure quality, completeness, and appropriateness. Note that the Project Manager will be expected to collect all comments from the various City Departments in the review of the comprehensive construction documents and to transmit them to the design team.

4. Construction Phase

Work with the City's selected Construction Manager and inspection team to oversee the Project during construction. Work in this phase of the Project may include, but not be limited to:

- Work in conjunction with the Construction Manager to monitor the construction schedule and budget and bring any issues to the Assistant City Manager or other City Departments involved;
- Attend Project meetings as necessary;
- Prepare monthly reports for updates and coordinate regular communication to City staff;

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- Work in conjunction with the Construction Manager to monitor work completed verses budgets and note any issues; and
- Assist the Construction Manager and City staff with identification of appropriate changes in scope, as needed and assist with validating impact of changes.

5. Project Closeout

- Along with City staff, review any punch lists provided by the Construction Manager to ensure that all items are complete;

- Review the final pay documents with the Construction Manager and City staff and provide final budgetary information to the City; and

- Work with the City as needed to coordinate move in and startup operations of the facility.

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Project Understanding

The Alameda Aquatic Center is an ambitious project for the City of Alameda, which includes not only the design and construction of the City's first owned aquatic facility but also involves an innovative project delivery approach which itself is new to the City. The project involves the design and construction of a new facility which includes a 30-meter competitive pool (though through public outreach it may grow to 50 meters), a new 4,430 zero entry recreational pool, a new slide, support facility, locker rooms, administration space and supportive equipment rooms. The project is located on a site that has been identified as possessing ground water contamination and will require coordination with SLR International as it (a) manages the Department of Toxic Substance Control (DTSC) final review of the Soil Management Plan and Operation and Maintenance Plan as well as (b) any related and required remediation. We recognize this to be an ambitious program for the City and will bring our vast experience in aquatic facilities, contaminated sites, and sea level rise solutions to the City to provide leadership toward a successful delivery.

Key to that leadership will be our unique and innovative approach to Design-Build delivery. We understand this is a new form of delivery for the City and we will bring our experience to bear on the project to ensure the City receives the best value from the Design-Build process. In that capacity, we will present to the City a variety of Design-Build delivery options for the City to consider, with specific emphasis on the Progressive Design-Build approach. In this approach we will illustrate how a Design-Build can bring a spirit of collaboration, transparency, and cost certainty for the City, while also enhancing speed and quality.

At Griffin Structures, we are experts in Aquatic Centers, and we are experts in Design-Build delivery. We will bring that unique blend of experience to this project and will provide the leadership needed to provide the community with a state-of-the-art facility it deserves, while employing and executing the project in a manner that is prudent and provides the highest value.

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Project Approach

Griffin Structures' team has extensive project experience in programming, designing, and managing the construction of more than 80+ aquatic, recreational facilities, community centers, recreational parks, and sports parks, with many featuring both recreational and competitive pools. We've also managed the remediation of similar site challenges relative to soil and groundwater contamination issues and are prepared to lend our technical experience to ensure the project is proactively managed from the start. Our diverse background in managing these facilities affords us the opportunity to draw on lessons learned and pay the knowledge forward for Clients such as the City of Alameda.

Additionally, as pre-design managers/programmers, pre-construction, and construction managers of modern aquatic facilities, we are well informed on the current trends and considerations for facilities of this type. Today, the aquatic facilities we deliver and research are uniquely built structures that are integral to the communities they serve. Aquatic facilities and pools are visible and welcoming spaces that become community hubs for recreation and sports, acting much like a community hub, providing spaces for people to gather. The key to this is developing the facility with the most flexibility as possible given that stakeholder interests and expectations continue to evolve.

Griffin Structures offers a comprehensive approach to all aspects of Project Management involving technical expertise and lessons learned from over 40 years of experience. This approach seeks to convey both our depth of technical knowledge and the application of our best practices in a manner most suitable for the City. **We recognize and affirm we will deliver the services set forth in the Scope of Services of the RFP** and to further elaborate our understanding and approach to this project, we propose the following approach.

PROJECT ASSESSMENT

Griffin Structures begins every project with a comprehensive Initial Assessment. This assessment provides the City with a fresh perspective on all aspects of the project currently and allows Griffin to strategically assess the priorities for executing our services. This assessment unfolds in 2 phases:

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

    a. Establishing a refined project schedule

    b. Establishing a refined project budget

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

2. Identify Project Objectives: Once this initial assessment and resolution effort is achieved, Griffin will then move toward establishing a standard protocol for the project team as a whole. We have found that clarity and consistency in direction is the single most significant feature of establishing a successful project protocol. To achieve this level of clarity and consistency, Griffin will first establish a clear understanding of City policies and protocols. Because of our extensive experience in the public sector, we are able to effectively mold our approach to the client. We effectively become an extension of City staff. With that in mind, we then establish protocols for all aspects of the project.

Together, with this two-part approach, Griffin will effectively execute a comprehensive project assessment that will serve as the guiding principles for the project moving forward. Once the Initial Assessment period is completed, we will then begin to employ the following aspects of our approach. In general, our approach can best be summarized under the following 4 aspects: Communication and Document Control, Schedule Management, Financial Controls, and Quality Assurance.

Communication Protocol

Building on the project objectives identified in the initial assessment, Griffin will then begin establishing standardized communication protocols. These protocols

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are critical in a construction project of this size and scope and are particularly key to a successful design bid build delivery method. Accordingly, Griffin will establish a clear line of communication between the team members which will be utilized during the construction process. Working closely with the City, Griffin will identify the proper channels for all communication between the field (contractors and inspectors) and the support team (design, engineering, and City) to establish seamless communication for the duration of the project.

Document Management

Key to this effort is our approach to document controls. Griffin Structures employs the use of Submittal Exchange for all project document controls. This system is comprehensive, adaptable, and is straight-forward and easy to use.

By utilizing this cloud-based format, Griffin Structures can establish a single document portal that saves and manages all project documents. Utilizing this system as a single source of document control provides clear and consistent communication to the field, ensures comprehensive document coordination, protects against claims, accelerates the construction schedule by streamlining communications, is more efficient, and ultimately saves the entire project significant costs by eliminating printing and shipping. For further information on Submittal Exchange see: http://www2.submittalexchange.com/public

Environmental & Regulatory Coordination

Griffin Structures will support the City in the coordination of all necessary analysis, documentation, applications, and approvals for CEQA, environmental, and agency approvals to be included in the design solicitation scope of services. Once under contract, Griffin will manage the design team in their efforts and represent the City and its interests throughout the process.

We also understand that SLR International is currently working with the Department of Toxic Substance Control (DTSC) in its final review of both the Soil Management Plan and Operation and Maintenance Plan to understand areas of soil/groundwater contamination. While most of this was addressed in previous construction projects at the Sweeney Park, we'll need to be absolutely sure that the project complies with the DTSC requirements for remediation where applicable. Our team has managed this process on similar projects, and we are very familiar with the process. The nuances will come into play as we consider whether or not to integrate this work with the Design-Build Entity or to separately procure a remediation firm to address as part of a "phase 0" scope of work. We can identify the pros/cons and assist the City with forming a collective recommendation.

Additionally, our team will investigate and coordinate the necessary utility applications and engineering in a manner that provides for close coordination with the Design Team once they come under contract.

DESIGN-BUILD DELIVERY ANALYSIS

Design-Build projects come in a variety of forms, all of which involve unique features intended to mitigate specific concerns. Traditional Design-Build projects involve hiring a Master Architect to produce bridging documents that give guidance to the bidders on the size, scale, and level of finish the City envisions. Stipulated Sum Design-Build projects involve the issuer (the City) stating the total cost of construction and requesting proposers provide the best facility that can be provided for that dollar amount. In addition to these, there are a wide variety of delivering a Design-Build project, but the approach we believe is most beneficial to the City is the Progressive Design-Build approach.

In a Progressive Design-Build project, the Design-Build Entity (DBE) is selected on qualifications and a fixed fee for design services through a stipulated level of design (typically 100% Design Development). The selection is typically based on a blend of qualifications, price for design services, and a fixed fee on General Conditions and percentage mark up on trade costs.

Once underway, the DBE will produce the typical iterations of design (Concept, Schematic, Design Development) and provide an estimate at each stage of design. The City then has the opportunity to affect the design to arrive at an acceptable cost for construction. With each stage of design, the City then gets further certainty of cost.

At the completion of Design Development the DBE will then submit a Guaranteed Maximum Price proposal to the City for its consideration. This proposal is submitted as an open book, which allows for the City to evaluate every trade cost, every allowance, all contractor contingency,

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and all trade proposals. The mark up on each trade is fixed based on the initial proposal from the DBE as are the monthly general conditions for construction. Once the City and the DBE come to an agreement, the price is then guaranteed by the DBE. Only scope changes initiated by the City would be subject to change orders, otherwise the project budget is set, and the DBE assumes the risk to deliver the project at that guaranteed maximum price.

Griffin is a pioneer in this form of Design-Build delivery and would recommend employing this form of delivery for this project.

Master Budget

Based on the form of delivery selected, we will then take all the information discovered to date and produce a total project budget on behalf of the City. This budget will include hard costs, soft costs, inspections, utility connection fees, plan check fees, and contingency to allow the City to have a comprehensive understanding of the total cost of the project.

As part of our budget review, we'll also consider any items that should fall into what we'll identify as a due diligence category. This is of considerable importance as we understand this site was a former rail yard and there may be some underground, undocumented components we'll want to research to better inform the Design-Build team. We can also integrate this into their scope of work, however it will be critical to ensure the dollars are captured accordingly.

Schedule Management

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

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

This initial schedule will serve as the basis for establishing the overall construction duration that will be incorporated into the bid documents. Naturally, Griffin will incorporate the input of all team members in the development of this schedule and will incorporate all milestones deemed critical by the City.

Design-Build Procurement

Once a decision is made regarding the form of Design-Build delivery, Griffin will prepare a Request for Solicitation for services for publication to the market. In that effort we will work closely with the City's procurement officers, manage all communication with bidders, host the pre-bid meeting, review all responses, schedule and chair all interviews, and consolidate scoring to provide a recommendation for award to the City.

DESIGN MANAGEMENT

The key to a successful project, regardless of the form of delivery, is a thoughtful design coordination effort. We understand the Conceptual plans have already been developed as a starting point, however we will want to validate those plans and programs to ensure we are not unnecessarily overlooking an opportunity that we may have learned from our significant aquatic facility portfolio. The remaining phases of design will include Schematic, Design Development, and Construction Documents, but this only scratches the surface as it relates to the interim milestones, meetings, and coordination efforts needed to manage a design process successfully.

Every design management effort requires a clear and concise design schedule. This schedule must have

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milestones for deliverables, as well as adequate time for City review. At Griffin Structures, we have a comprehensive design schedule approach that allows us to tailor the project schedule to the City needs to maximize efficiency and accountability.

It is also critical that unique design coordination meetings are arranged to address key aspects of design that are often overlooked. These include, but are not limited to, low voltage coordination, utility coordination, authority having jurisdiction coordination, civil coordination with MEPs, building management system coordination (BMS), facilities maintenance coordination. Ensuring the correct people are engaged to address key concerns of the project is essential to a well-coordinated set of drawings that can be executed efficiently in the field.

Additionally, the design coordination phase must include certain pre-design efforts for deferred submittals typically under the Contractor's purview. These include, but are not limited to, fire sprinklers, fire alarm systems, BMS systems, structural steel trusses, stairs, curtain wall systems, site walls, and others. By working through these systems early in the process, the design package can avail itself of early procurement and approval of many of these trades, facilitating construction and accelerating the schedule.

Finally, the design coordination process must engage the dry utility agencies early in the process, including SCE, the gas company, cable, internet, and telephone. These agencies often carry significant backlogs, have dysfunctional organizational structures, and severely impact the design and construction process. For this reason, we engage the utilities early and often recommend hiring a specialty dry utility consultant who can facilitate and accelerate the process.

Community Engagement & Presentations

In consultation with the City, Griffin will serve as the primary coordinator of public outreach efforts, whether required as a part of the City's jurisdictional authority, or as needed in its role as the owner. This will include both the oversight of consultants who are charged with making presentations and or reporting findings, as well as presenting project updates as needed. As the City's representative, Griffin Structures will oversee the community engagement process and utilize the key team members most suitable for the needs.

Specifically, Griffin Structures will craft a scope of work in the design solicitation that includes all the necessary preparations, presentations, graphic materials, and community engagement to make presentations to the Aquatic Subcommittee and the Recreation Commission. Additionally, we will require the design team to provide all necessary services to satisfy the Planning Commission Review. These efforts will be performed by the design team but overseen and coordinated by Griffin Structures.

Estimate Review – Master Budget Development

Key to the success of any project is the effective management of financial controls. Griffin has extensive experience in financial controls and is uniquely qualified in employing those controls for the successful execution of public projects. To that end, Griffin Structures will produce a comprehensive Master Budget that captures every cost associated with the project and present this document to the City for approval. This budget will include all consultant costs, design costs, construction costs, as well as any ancillary costs specific to this project to allow the City to have a clear financial picture of the project from the very beginning.

Many of the costs listed in the initial Master Budget will be based on allowances and typical unit-based percentages typical of a project of this type. As consultants are brought on board, and costs are realized as formal proposals, Griffin will update the Master Budget to reflect those changes. Additionally, we will illustrate these updates in such a way as to show the dollar amounts for previous iterations against the present update which will allow the City to maintain a complete record of costs and adjustments throughout the project.

And of course, all financial matters will be held in strict confidence with the City and key allowances, cost considerations, and forecasts will be reconciled with City staff on a regular basis, but no less frequently than monthly.

Value Engineering

As we review each cost estimate provided by the Design Team and maintain a continuous Value Engineering effort throughout each stage of the process. Rather than wait for cost estimate to reveal the project is over budget, Griffin will use its depth of knowledge to identify and address potential cost issues in real time. This will mitigate the

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need for a costly value engineering exercise that could be disruptive to the project schedule and will help to mitigate any sudden reductions in program.

Constructability Review

During the design process, Griffin Structures will perform extensive constructability reviews. Griffin will evaluate key aspects of the design with each review, with particular attention paid to those items that can result in added cost, extended time, or compromised value.

At each stage of design, the documents reveal different characteristics, which we will be evaluating. At the Concept and Schematic Design phase, our primary focus will be on the efficiency of use, adherence to the program, site layout and massing, facility orientation, and basis of design. Though these aspects of the project do not always provide a detailed analysis of constructability issues, they provide the framework that results in those issues in later iterations.

Construction Management Solicitation and Oversight

As the project progresses, concurrent with the design of the project by the DBE, we are prepared to produce a solicitation for the selection of a Construction Manager for the project. In this solicitation we would be looking for a firm that has aquatics facility experience, a good track record for keeping projects on schedule and on budget, and one with good communication and issues resolution skills. We would then employ the same process used to select the DBE and make recommendations to the City for the award.

However, should the City elect to proceed with the Progressive Design-Build approach recommended above, we believe a separate Construction manager will not be needed. There will be a need for quality assurance inspections, along with special inspections and testing, but a Construction Manager is typically not necessary in a progressive Design-Build. The reason for this is due to the nature of the contract. In a GMP all costs are disclosed, all contingencies are identified, and their terms of use clearly defined, and all design efforts are internal to the DBE. Because of this, the City has a much lower level of management responsibility since the majority of the effort (and by extension, project risk) is carried by the DBE. Therefore, we believe that once construction begins, our team will be able to provide oversight of the DBE and thus save the City considerable expense.

Change Management

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

a. The first component in correctly addressing possible changes in scope and cost is to know what is and is not a real change. With our extensive experience in public projects, we will perform a comprehensive analysis of the issue at hand and determine if a change has in fact occurred. Key to this is the detailed understanding of the Bridging Documents and the terms and conditions of the Guaranteed Maximum Price Contract. We will go to great lengths to provide both insight in the final development of the Bridging Documents, as well as a firm interpretation of those documents and our analysis of the proposed change as to preserve the City's interests and prudent budgetary constraints. The key to this analysis is our enhanced understanding of contracts and scope to determine if in fact the issue is already covered under the existing scope.

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

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

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

Invoicing

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

a. Establishing a very detailed Schedule of Values the breaks out both labor and materials for each trade and spec section.

b. Review all invoices for consistency with improvements installed in the field.

c. Investigate the Contractors payment policies to subcontractors to avoid issues of non-payment.

d. Evaluate subcontractor performance to anticipate potential bankruptcies of subcontractors who. are not adequately solvent to perform on the job.

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

Quality Assurance

Griffin Program and Construction Managers are inherently construction inspectors. By utilizing our keen understanding of all aspects of construction, we will ensure the construction manager performs regular inspections of all aspects of the project daily. We will require the review of material deliveries, material types, installation methods, finished installations in comparison to contract documents, and construction code adherence.

Additionally, we will require the careful coordination and the timely execution of all specialty inspections including but limited to: geotechnical, building dept., special inspections, andmaterials testing, to ensure the City receives the highest level of quality and consistency with the plans and specifications as well as all standards and practices.

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

Project Closeout

Finally, at the completion of the project our team will oversee and administer all the elements required for successful closeout. Those efforts will include, move in and relocation coordination, user training, punch lists and corrections, the delivery of as-built documents, the delivery of operations and maintenance manuals, final change order negotiations, issuance of substantial completion notices, and final document turnover.

Conclusion

Though not exhaustive in every respect, this summary work plan should provide the City with an understanding of our approach to Project Management and serve to illustrate how we deliver success to our clients as it pertains to the management of the pre-construction phase of a project. With this approach, we are confident the City will benefit from a comprehensive menu of services that we are prepared to provide for a successful delivery.

Exhibit B

GRIFFIN STRUCTURES FEE PROPOSAL – R2

ALAMEDA CITY AQUATIC CENTER

05/31/2023

Griffin Structures' Fee Proposal is based on all reasonable costs necessary to perform Project Management services for all phases of the Alameda City Aquatic Center project. For these requisite services, Griffin Structures proposes the following Time & Materials Not to Exceed Fee:

Project Management (Pre-Construction):	$	997,000
Reimbursable Costs:	$	30,000
Total	**$**	**1,027,000**

All proposed hourly rates are fully burdened and include overhead profit, taxes, and benefits. The hours identified for each individual employee and task are estimates only and are not to be construed as not to exceed hours for any individual task, phase, or time-period. **We reserve the right to reallocate hours between staff members and tasks to accomplish the overall objectives and requirements of the project.**

Services are based on the attached Fee Schedule, Resource Allocation Schedule, which provides detail on the allocation of hours. Any extension of the schedule or services may result in additional fee, in good faith negotiation with the City.

APPROACH TO PROJECT SCHEDULE

This proposal assumes the following schedule as described in the communication with the City and as illustrated in the Resource Allocation Schedule attached:

1. **Phase 1, Pre-Design Submission: August 2023 through January 2024 (6 Months)**
2. **Phase 2, Design Development & GMP: February 2024 through November 2024 (10 Months)**
3. **Phase 3, CD's & Construction: December 2024 through November 2026 (24 Months)**
4. **Phase 4, Closeout: December 2026 through February 2027 (3 Months)**

APPROACH TO STAFFING AND PROJECT TEAM

To bring the highest level of efficiency and value to the City, Griffin Structures has assembled following team in accordance with the scope of work:

Jon Hughes, as President, will provide as-needed leadership for the team to deliver a successful project to the City. In this role Jon will bring his extensive experience in Aquatic facilities and Community Centers to bring success to the project. In this capacity, we have allocated 4 hours per month for the duration of the project for a total of 170 hours. To bring value to the City, we offer Jon's time AT NO CHARGE, for a VALUE ADDED of $46,520

Robert Godfrey will serve as Principal In Charge. With his extensive experience working on Brown Fields and other sites with significant soil remediation requirements, in addition to his experience delivering public improvement facilities to Cities throughout California, Robert will provide support and guidance for the duration of the project. For this level of service, we have allocated 396 hours of Robert's time.

George Sanen will serve as the Project Manager and Owner's Representative for the duration of the project. During phases 1 and 2 George will be deployed roughly 55 hours per month. At key milestones George will increase his hours for key milestones such as constructability reviews and contractor bidding. Once the project moves to Construction, George will increase his hours to 85 hours per month. For this level of services, we have allocated 3,015 hours of George's time.

Bryan Maghribi will serve as a Sr. Program & Construction Manager who will support George in the execution of constructability reviews and GMP negotiations. In this capacity Bryan will bring his recent experience with Aquatic Centers to his review of the documents as they are prepared. For this level of effort, we have included 80 hours of Bryan's time.

Dustin Williams will serve as a Sr. Program & Construction Manager who will also support George in the execution of constructability reviews and GMP negotiations. In this capacity Dustin will provide enhanced review of each design iteration and in GMP negotiations and review. For this level of effort, we have included 80 hours of Dustin's time.

Dustin Alamo will serve as the Programming Specialist for the project. In this role, Dustin will lead the validation of the Aquatics and Community Center programs for inclusion in the Solicitation for a Design Build Entity. Dustin will bring his vast experience in programming to provide clear documentation for the development of a comprehensive scope of work for the DBE. For this level of effort, we have included 150 hours of Dustin's time.

Ryan Craven will provide Value Engineering / Cost Analysis at key stages of the design process. As the design team produces estimates, Ryan will lead the analysis of these estimates and provide real time feedback on areas for cost efficiencies. For this level of effort, we have included 80 hours of Ryan's time.

QUALIFICATIONS AND EXCLUSIONS

1. Hourly rates shown are for 2023 and are escalated through February 28, 2027. Any extension of the schedule may result in additional fee and escalation, in good faith negotiation with the City.

2. On-site trailer rental, furniture, utilities, and sanitary facilities for our field staff (Construction Management team) are excluded. We assume that offices will be provided as part of the construction site trailer(s) being provided by the City's Design Build contractor.

3. Costs for all permits required for the project are excluded. It is assumed that the City will pay for all permitting fees, assessments, easements, school fees, and other agency or governmental fees or costs to support the design and construction the project. We have not included any permit related fees within our fee proposal. Permits will be pulled by others.

4. Deleted.

5. Costs for surveying, construction staking, environmental and hazardous materials surveys, and all environmental and hazardous materials transportation and remediation costs are excluded.

6. Software licenses or user fees and all software training costs for specific project management software being required by either the City or their contractor(s) are excluded.

7. The cost of bulk blueprinting for plans and specifications for use by the contractors and subcontractors is excluded. Funds included in reimbursable expenses are for Griffin printing costs alone.

8. Wage Compliance Program including Certified Payroll auditing, field interviews, or reporting is excluded. Based on State Law SB 854, it is assumed that the Dept. of Industrial Relations (DIR) will manage this effort at the State level. Griffin will enforce the Contractor registration requirements stipulated by the DIR.

9. Independent or third-party testing companies such as Roofing, Peer Reviews, LEED, or other specialized third-party oversight services other than those listed herein are excluded.

10. Commissioning requirements required by Cal Green (Title 24) are excluded. Griffin will manage the commissioning process, but we have not included a commissioning agent, nor development of commissioning specifications.

11. No FF&E or OS&E procurement is included in this proposal. Griffin will manage the FF&E selection and procurement process, but the selection, procurement, delivery, and installation of FF&E will be done by others

12. For document tracking control, Griffin has included the use of “Submittal Exchange” for managing construction documentation, and based the hours allocated in this proposal accordingly. The cost of “Submittal Exchange” is included here as a reimbursable expense.

13. This proposal does not include a formal independent Inspector of Record (IOR). All City Building Dept. Permit Inspections are assumed to be performed by the City Building Dept.

14. Construction Cost Estimates, when provided, are based on standard industry practice, professional experience, and knowledge of market conditions. Griffin has no control over material and labor costs, or contractor’s methods of establishing prices or the market and bidding conditions at the time of bid. Therefore, Griffin does not guarantee that bids received will not vary from the cost estimate provided and Griffin is not liable for any costs, liabilities, or damages incurred by the City arising from Griffin’s opinion of cost, the actual project cost to the District, delays caused by events outside the control of Griffin, or any labor or material cost increases.

15. Griffin is not responsible for, and the District will hold Griffin harmless from, any schedule delays and/or any losses, damages, or liabilities resulting therefrom that are caused by (1) events or conditions that are outside of Griffin’s control or (2) the acts or omissions of parties for whom Griffin is not legally liable (collectively, “Non-Consultant Delays”). The schedule for completion will be extended for any Non-Consultant Delays. If Griffin incurs additional costs or expenses due to Non-Consultant Delays, then Griffin’s fee compensation will be equitably adjusted to cover such additional costs or expenses, at then current rates.

16. CASp review and inspection services are excluded.

17. Planning, Entitlement and Permitting services are provided as oversight and coordination only. All documentation required for approval by the City of Alameda shall be provided by the Design Build Architect under separate contract with the City.

18. Please note: This proposal shall remain valid and in full force and effect for a period of 120 days from the date of issuance, after which time it shall be deemed null and void.

Exhibit B

City of Alameda
Alameda City Aquatic Center
Fee Proposal
R2

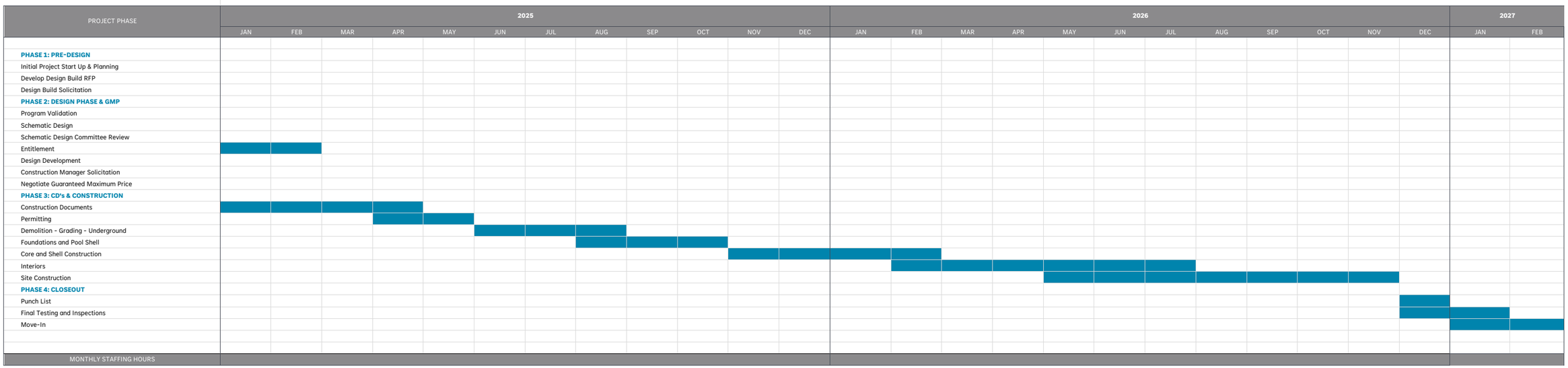
Item No.	PROJECT PHASE	PRESIDENT	PRINCIPAL IN CHARGE	PROJECT MANAGER	SR. CONSTRUCTION MANAGER	SR. CONSTRUCTION MANAGER	PRE-DEVELOPMENT MANAGER	VALUE ENGINEERING
		Jon Hughes $250/hr.	Robert Godfrey $245/hr.	George Sanen $240/hr.	Bryan Maghribi $230/hr.	Dustin Williams $230/hr.	Dustin Alamo $240/hr.	Ryan Craven $210/hr.
	GENERAL SCOPE OF SERVICES	**Incl**	**Incl**	**Incl**	**Incl**	**Incl**	**Incl**	**Incl**
1	**PHASE 1: PRE-DESIGN**	**24**	**84**	**325**	**0**	**0**	**100**	**0**
1.1	Defining scope of project	Incl	Incl	Incl	-	-	-	-
1.2	Develop DBE solicitation	Incl	Incl	Incl	-	-	-	-
1.3	Develop and maintain project schedule	Incl	Incl	Incl	-	-	-	-
1.4	Establish project controls and procedures	Incl	Incl	Incl	-	-	-	-
2	**PHASE 2: DESIGN DEVELOPMENT & GMP**	**40**	**104**	**595**	**60**	**60**	**50**	**80**
2.1	Manage work of design build team	Incl	Incl	Incl	Incl	Incl	Incl	Incl
2.2	Collaboratively Work with City Staff to Review Design Documents	Incl	Incl	Incl	Incl	Incl	Incl	Incl
2.3	Work with Design Team to Ensure Project Stays Within Budget	Incl	Incl	Incl	Incl	Incl	Incl	Incl
2.4	Work with City Staff to Recommend Design Changes	Incl	Incl	Incl	Incl	Incl	Incl	Incl
2.6	Assist in Value Engineering Studies	Incl	Incl	Incl	Incl	Incl	Incl	Incl
2.7	Coordinate with Relevant Regulatory Agencies	Incl	Incl	Incl	Incl	Incl	Incl	Incl
2.8	Review and Recommend Payment Requests	Incl	Incl	Incl	Incl	Incl	Incl	Incl
2.9	Work with City Staff to Perform Quality Control of all Design Deliverables							
	Lead Guaranteed Maximum Price negotiations with DBE							
3	**PHASE 3: CD'S & CONSTRUCTION**	**96**	**192**	**1905**	**20**	**20**	**0**	**0**
3.1	Manage work of design team to complete construction documents	Incl	Incl	Incl	-	-	-	-
3.2	Coordinate with DBE for permitting process	Incl	Incl	Incl	-	-	-	-
3.3	Work with the City's Construction Manager to Oversee the Project	Incl	Incl	Incl	-	-	-	-
3.4	Work with CM to Monitor the Construction Schedule	Incl	Incl	Incl	-	-	-	-
3.5	Attend Project Meetings	Incl	Incl	Incl	-	-	-	-
3.6	Prepare Monthly Reports	Incl	Incl	Incl	-	-	-	-
3.7	Work with CM to Monitor Work is Completed Within Budget	Incl	Incl	Incl	-	-	-	-
3.8	Coordinate Regular Communication with City Staff	Incl	Incl	Incl	-	-	-	-
3.9	Assist CM and City Staff with Identification of Appropriate Changes in Scope	Incl	Incl	Incl	-	-	-	-
3.10	Assist With Validating Impact of Changes	Incl	Incl	Incl	-	-	-	-
4	**PHASE 4: CLOSEOUT**	**10**	**16**	**190**	**0**	**0**	**0**	**0**
4.1	Review Punch Lists	Incl	Incl	Incl	-	-	-	-
4.2	Review Final Pay Applications	Incl	Incl	Incl	-	-	-	-
4.3	Work with City to Coordinate Move-In and Start-Up.	Incl	Incl	Incl	-	-	-	-
	Total Hours	**170**	**396**	**3015**	**80**	**80**	**150**	**80**
	Subtotals	**$46,520**	**$104,780**	**$798,550**	**$19,400**	**$19,400**	**$37,250**	**$17,600**
	PROJECT / CONSTRUCTION MANAGEMENT TOTAL	**GRATIS**						**$997,000**
5	**REIMBURSABLE COSTS**							**$30,000**
5.1	Insurance							$0
5.2	Cloud Based Document Management - Submittal Exchange							$20,000
5.2	Misc. Allowances							$10,000
	GRAND TOTAL							**$1,027,000**

City of Alameda
Alameda City Aquatic Center
Resource Allocation Schedule
R2

PROJECT PHASE	2023												2024											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PHASE 1: PRE-DESIGN																								
Initial Project Start Up & Planning																								
Develop Design Build RFP																								
Design Build Solicitation																								
PHASE 2: DESIGN DEVELOPMENT & GMP																								
Program Validation																								
Schematic Design																								
Schematic Design Committee Review																								
Entitlement																								
Design Development																								
Construction Manager Solicitation																								
Negotiate Guaranteed Maximum Price																								
PHASE 3: CD's & CONSTRUCTION																								
Construction Documents																								
Permitting																								
Demolition - Grading - Underground																								
Foundations and Pool Shell																								
Core and Shell Construction																								
Interiors																								
Site Construction																								
PHASE 4: CLOSEOUT																								
Punch List																								
Final Testing and Inspections																								
Move-In																								
MONTHLY STAFFING HOURS																								
President - Jon Hughes								4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Principal In Charge - Robert Godfrey								20	20	20	8	8	8	8	8	8	8	8	8	8	20	20	8	8
Project Manager - George Sanen								65	65	65	50	30	50	50	50	50	65	50	50	50	90	90	50	50
Constructability Review - Bryan Maghribi																	20				40			
Constructability Review - Dustin Williams																	20				40			
Pre-Design Manager - Dustin Alamo								50	50						20		20				10			
Value Engineering - Ryan Craven																	20				40	20		

President - Jon Hughes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,060	$ 1,060	$ 1,060	$ 1,060	$ 1,060	$ 1,060	$ 1,060	$ 1,060	$ 1,060	$ 1,060	$ 1,060	$ 1,060
Principal In Charge - Robert Godfrey	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,900	$ 4,900	$ 4,900	$ 1,960	$ 1,960	$ 2,040	$ 2,040	$ 2,040	$ 2,040	$ 2,040	$ 2,040	$ 2,040	$ 2,040	$ 5,100	$ 5,100	$ 2,040	$ 2,040
Project Manager - George Sanen	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,600	$ 15,600	$ 15,600	$ 12,000	$ 7,200	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 16,250	$ 12,500	$ 12,500	$ 12,500	$ 22,500	$ 22,500	$ 12,500	$ 12,500
Constructability Review - Bryan Maghribi	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,800	$ -	$ -	$ -	$ 9,600	$ -	$ -	$ -
Constructability Review - Dustin Williams	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,800	$ -	$ -	$ -	$ 9,600	$ -	$ -	$ -
Pre-Design Manager - Dustin Alamo	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,000	$ 12,000	$ -	$ -	$ -	$ -	$ -	$ 5,300	$ -	$ 5,300	$ -	$ -	$ -	$ 2,650	$ -	$ -	$ -
Value Engineering - Ryan Craven	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,400	$ -	$ -	$ -	$ 8,800	$ 4,400	$ -	$ -
	$ -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 32,500**	**$ 32,500**	**$ 20,500**	**$ 13,960**	**$ 9,160**	**$ 14,540**	**$ 19,840**	**$ 14,540**	**$ 14,540**	**$ 37,590**	**$ 14,540**	**$ 14,540**	**$ 14,540**	**$ 58,250**	**$ 32,000**	**$ 14,540**	**$ 14,540**

City of Alameda
Alameda City Aquatic Center
Resource Allocation Schedule
R1



MONTHLY STAFFING HOURS																													**TOTALS**
President - Jon Hughes	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	2		**170**
Principal In Charge - Robert Godfrey	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8			**396**
Project Manager - George Sanen	50	50	50	90	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	85	65	40			**3,015**
Constructability Review - Bryan Maghribi		20																											**80**
Constructability Review - Dustin Williams		20																											**80**
Pre-Design Manager - Dustin Alamo																													**150**
Value Engineering - Ryan Craven																													**80**

President - Jon Hughes	$ 1,220	$ 1,220	$ 1,220	$ 1,220	$ 1,220	$ 1,220	$ 1,220	$ 1,220	$ 1,220	$ 1,220	$ 1,220	$ 1,220	$ 1,180	$ 1,180	$ 1,180	$ 1,180	$ 1,180	$ 1,180	$ 1,180	$ 1,180	$ 1,180	$ 1,180	$ 1,180	$ 1,180	$ 1,180	$ 1,180	$ 590	**NO CHARGE**
Principal In Charge - Robert Godfrey	$ 2,160	$ 2,160	$ 2,160	$ 2,160	$ 2,160	$ 2,160	$ 2,160	$ 2,160	$ 2,160	$ 2,160	$ 2,160	$ 2,160	$ 2,280	$ 2,280	$ 2,280	$ 2,280	$ 2,280	$ 2,280	$ 2,280	$ 2,280	$ 2,280	$ 2,280	$ 2,280	$ 2,280	$ 2,280	$ 2,280	$ -	**104,780**
Project Manager - George Sanen	$ 13,250	$ 13,250	$ 13,250	$ 23,850	$ 22,525	$ 22,525	$ 22,525	$ 22,525	$ 22,525	$ 22,525	$ 22,525	$ 22,525	$ 23,800	$ 23,800	$ 23,800	$ 23,800	$ 23,800	$ 23,800	$ 23,800	$ 23,800	$ 23,800	$ 23,800	$ 23,800	$ 23,800	$ 18,200	$ 11,200	**798,550**
Constructability Review - Bryan Maghribi	$ -	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**19,400**
Constructability Review - Dustin Williams	$ -	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**19,400**
Pre-Design Manager - Dustin Alamo	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**37,250**
Value Engineering - Ryan Craven	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**17,600**
	$ 15,410	**$ 25,410**	**$ 15,410**	**$ 26,010**	**$ 24,685**	**$ 24,685**	**$ 24,685**	**$ 24,685**	**$ 24,685**	**$ 24,685**	**$ 24,685**	**$ 24,685**	**$ 26,080**	**$ 26,080**	**$ 26,080**	**$ 26,080**	**$ 26,080**	**$ 26,080**	**$ 26,080**	**$ 26,080**	**$ 26,080**	**$ 26,080**	**$ 26,080**	**$ 26,080**	**$ 20,480**	**$ 11,200**	**997,000**

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/6/2023

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 License#: 6003745	**CONTACT NAME:** The Certificate Team **PHONE (A/C, No, Ext):** 714-420-0390 **FAX (A/C, No):** **E-MAIL ADDRESS:** DesignProCerts@AssuredPartners.com
INSURED GRIFSTR-01 Griffin Structures Inc 1 Technology Dr., Building I Ste. 829 Irvine CA 92618	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Great American Assurance Company — 26344 **INSURER B :** ARCH SPECIALTY INSURANCE COMPANY — 21199 **INSURER C :** Cypress Insurance Company — 10855 **INSURER D :** United Financial Casualty Company — 11770 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1391249894 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLP4455770	1/31/2023	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 50,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $5,000
D	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	064097135	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	EXC4455771	1/31/2023	12/31/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	GRWC324791	12/31/2022	12/31/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability		Y	PDCPP0038501	12/31/2022	12/31/2023	Per Claim Aggregate Limit Deductible	$2,000,000 $4,000,000 $25,000

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

Excess policy is follow-form to underlying Policies: General Liability/Auto Liability/Employers Liability. CANCELLATION/CHANGE: 30 day notice will be sent to the certificate holder.
RE: Alameda Aquatic Center
City of Alameda, its City Council, boards, commissions, officials and employees are Additional Insured with respect to General Liability and Auto Liability per the attached endorsements. Primary and Non-contributing and Waiver of Subrogation also apply.

DS LC 6/8/2023

CERTIFICATE HOLDER

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Attn: Jeanette Navarro, Engineering Ofc. Asst.
Alameda CA 94501

CANCELLATION 30 Day Notice of Cancellation

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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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	**Waiver Premium (prior to adjustments)**
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: 12/31/2022 Policy No.: GRWC324791 Endorsement No.:

Insured: Premium $

Insurance Company: Cypress 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.

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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 when required by written contract.	"Your work" performed by the insured during this policy period for scheduled entities per the attached packet but only if required by written contract. 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."

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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.

CG 24 04 (Ed. 05/09)
Policy #: GLP4455770

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.

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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.

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PROGRESSIVE COMMERCIAL

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH
44101-8971

Policy number: 06409713-5

Underwritten by: United Financial Casualty Co.

Insured:

GRIFFIN STRUCTURES, INC.

Policy Period: Dec 31, 2022 - Dec 31, 2023

GRIFFIN STRUCTURES, INC.
1 TECHNOLOGY DR. BLD I STE 829
IRVINE CA 92618

Mailing Address

United Financial Casualty Co.

PO BOX 94739
CLEVELAND, OH 44101-8971
1-800-444-4487
For customer service, 24 hours a day,
7 days week

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial Auto Policy
Motor Truck Cargo Legal Liability Coverage Endorsement
Commercial General Liability Coverage Endorsement

We agree to waive any and all subrogation claims against the person or organization designated below.

Name of Person or Organization:

City of Alameda, its City Council, boards, commissions, officials, and employees
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501

This endorsement applies to Policy Number: 06409713-5

Issued to: GRIFFIN STRUCTURES, INC.

Endorsement Effective: June 6, 2023 Expiration: December 31, 2023

All other terms, limits and provisions of this policy remain unchanged.

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DEALEY RENTON & ASSO
PO BOX 12675
OAKLAND, CA 94604

PROGRESSIVE COMMERCIAL

GRIFFIN STRUCTURES, INC.
2 TECHNOLOGY DR., STE. 150
IRVINE, CA 92618

Mailing Address
United Financial Cas Co
PO Box 94739
Cleveland, OH 44101

1-800-444-4487
For customer service, 24 hours a day, 7 days a week

Additional insured endorsement

Name of Person or Organization

City of Alameda, its City Council, boards, commissions, officials, and employees
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability	
Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	$1,000,000 each **accident**

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 064097135
Issued to (Name of Insured): GRIFFIN STRUCTURES, INC.

Effective date of endorsement: 6/6/2023 Policy expiration date: 12/31/2023

Form 1198 (01/04)