

**1st AMENDMENT OF CONTRACT  
BY AND BETWEEN CITY OF MANTECA  
AND LPA, Inc**

THIS 1st AMENDMENT ("Amendment") to the February 18, 2025 Agreement by and between the City of Manteca and LPA, Inc ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and LPA, Inc.

**RECITALS:**

A. WHEREAS, CITY and LPA, Inc entered into the Agreement on or around February 18, 2025, for the provision of performing Architectural and Engineering services for the New Manteca Police Department Headquarters; and

B. WHEREAS, the CITY and LPA, Inc desire to amend the compensation, adding \$50,000 to the amount paid to the Consultant under the Agreement.

C. WHEREAS, Section 19. Amendments of the Agreement allows the Parties to mutually agree to amend the Agreement in writing.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

**AGREEMENT**

1. **INCORPORATION OF RECITALS.** The recitals set forth above are hereby incorporated into this Amendment as if set forth herein in full.

2. **AMENDMENT.**

**Section 1. Scope of Services.**, to the Agreement is hereby amended to read as follows: Exhibit Attachment 1 - Request for Proposals to the Agreement is amended to include Exhibit Add Service 01: Revised Site & Sally Court to this Amendment Agreement, attached hereto and incorporated herein by reference as Add Service 01, Revised Site & Sally Court.

**Section 3. Compensation**, to the Agreement is hereby amended to read as follows: Compensation to be paid to Consultant shall be in accordance with the Payment Schedule set forth in Exhibit Add Service 01, Revised Site & Sally Court, which is incorporated herein by reference. In addition to the Compensation for the Agreement, compensation for Amendment No. 1, shall in no event exceed \$50,000.00 (Fifty Thousand Dollars and Zero Cents) without additional authorization from the City. In no event shall total compensation for work performed pursuant to this Agreement and Amendment No. 1 exceed \$4,598,610.00 (Four Million Five Hundred Ninety Eight

Thousand Six Hundred Ten Dollars and Zero Cents) without additional authorization from the City.

3. **OTHER TERMS**. Except as expressly amended herein, the Agreement remains in full force and effect. Nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Agreement. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, CITY and LPA, Inc have executed this Amendment the day and year first above written.

**CITY OF MANTECA**, a municipal corporation of the State of California:

\_\_\_\_\_  
Toni Lundgren, City Manager

Date \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Cassandra Candini-Tilton, City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

{{esl:Signer2:signature:size(150,30)}}

\_\_\_\_\_  
Riana Daniel, Interim City Attorney

Date: \_\_\_\_\_

**LPA, Inc**

\_\_\_\_\_  
By: Julian Watt

Date: \_\_\_\_\_



IRVINE • SACRAMENTO • SAN DIEGO • SAN JOSE • DALLAS • SAN ANTONIO

**Add Service 01**

Date: November 5, 2025

To: **City of Manteca**  
c/o Griffin Structures  
Dustin Alamo  
1 Technology Drive, Building I, Suite 829  
Irvine, CA 92618  
(949) 280-441  
dalamo@griffinstructures.com

From: Erin Blankenau, Project Manager  
Julian Watt, Principal  
Jeremy Hart, Principal

Project Name: City of Manteca Police Department Headquarters

Project No.: C32602.01

Description: Add Service 01: Revised Site & Sally Court

Per the Contract, work that the parties did not reasonably anticipate would be necessary at the time of contract execution, and is determined by the City to be necessary to complete the Project is considered “Extra Work”, and is eligible for Additional Services. Please see below LPA’s fee proposal for the revisions to the Manteca PD project based on the November 4, 2025 meeting with Manteca PD, Manteca City Manager, Manteca Engineering, and Manteca Building & Safety.

The Project is being revised to:

- Protect the Sally Port from the public by relocating it east of the building.
- Expand the Secure parking to the east property line.
- Reduce the impact of the PD project on the Future North Site.
- Accommodate the required 10'-0" PG&E easement along the south property line.

**SCOPE OF SERVICES**

This proposal anticipates the following revisions to the 80% Design Development package.

- Revise Grading, Storm Drain, Utility Plan and Horizontal Control Plans.
- Revise Landscape Materials, Irrigation, and Planting Plans.
- Revise Architectural, Electrical, Technology Site Plans.
- Revise Holding Layout, Floor Plan, RCP, Roof Plan, Equipment and Finish Plans, Exterior & Interior Elevations, and Door Schedule.
- Revise Foundation and Framing Plans.
- Revise Mechanical Plans, including mechanical piping and controls.
- Revise Plumbing Floor and Roof Plans.
- Revise Electrical Power and Lighting Plans.
- Revise Technology Floor Plan and RCP.

In addition to the revisions to the current Design Development package, this proposal anticipates the following to complete the project as directed by Manteca PD.

- (2) Site Exhibits for City of Manteca coordination with adjacent parcels.
- Continued coordination with Manteca PD to finalize the Holding Layout, and access to Transient & Bike Evidence storage.

- Continued coordination with Manteca Public Works as it relates to the Trash Enclosure location and access.

#### Schedule

This proposal anticipates a (3) week extension to the Design Development phase.

#### FEE SUMMARY

Below is a breakdown of our anticipated fees for the scope identified above.

<u>Additional Service Fee</u>	<u>Hours</u>	<u>\$ Value</u>
Additional Service Fee Total	256	\$49,920

Note: hours are based on a blended hourly rate of \$195.

Please let us know if you have any questions.

Sincerely,

LPA, Inc.



Erin Blankenau, Architect  
Project Manager

cc: Julian Watt, Principal, LPA, Inc.  
Jeremy Hart, Principal, LPA, Inc.

**ATTACHMENT 1**

REQUEST FOR PROPOSAL



## **REQUEST FOR PROPOSALS**

### **Architecture and Engineering Services for New Manteca Police Department Headquarters**

Issued: Nov 8, 2024

Proposals Due: Dec 6, 2024  
**at 5:00 p.m.**

**New Manteca Police Department HQ**  
Issued: Nov 8, 2024

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## New Manteca Police Department HQ

Issued: Nov 8, 2024

### 1. INTRODUCTION & BACKGROUND

The City of Manteca (City), situated in San Joaquin County in Northern California's Central Valley, is known as the Crossroads of California. It is strategically located 76 miles east of San Francisco, 60 miles south of Sacramento, and 90 miles west of Yosemite National Park. As of 2024, the city's population is estimated at 90,917, reflecting a growth of over 10% since 2017. Covering 21.4 square miles, Manteca continues to experience rapid housing development. The Manteca Police Department (MPD) operates 24/7 and is currently staffed by 80 sworn officers and 38 non-sworn personnel.

This Request for Proposal (RFP) invites qualified design firms to provide architecture and engineering services for the development of a new Manteca Police Department headquarters. The new facility, estimated between 45,000-50,000 square feet, will be located within the Family Entertainment Center (see Attachment C for site location). The construction cost is estimated at \$56 million. Existing operations will transition to the new facility once construction is complete.

### 2. PROJECT SCOPE

#### **Project Scope:**

The City is soliciting proposals from qualified architectural and engineering firms to provide comprehensive design services for the development of a new Police Department Headquarters, delivered through a design-bid-build approach (see Attachment A for detailed scope). The selected design team will be responsible for producing permit-ready construction documents, ensuring that all designs meet applicable codes and regulations. In addition to document preparation, the design team will also provide construction administration services, coordinating closely with the City's designated Construction Manager and the general contractor awarded the project. The selected team is expected to use the 2024 Needs Assessment Report developed by LDA Partners (Attachment F) as a foundational guide for their work. However, the City encourages innovative solutions and improvements that enhance the operational workflow, safety, and overall functionality of the proposed program and concepts. Any proposed adjustments or enhancements must align with the Police Department's operational requirements and maintain the highest standards of security and efficiency. The successful firm will play a critical role in translating the City's vision into a well-executed, high-performance headquarters that supports the evolving needs of law enforcement.

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### **3. ESTIMATED CONSULTANT SELECTION TIMELINE**

The Consultant shall provide an estimated project schedule as part of their proposal based on the following target dates:

RFP Released .....	November 8, 2024
Questions Due .....	November 18, 2024
Response to Questions .....	November 21, 2024
Proposals Due .....	December 06, 2024
Proposal Review Process .....	December 2024
Interviews (if applicable) .....	January 2025
Selection of Consultant .....	January 2025
Notice to Proceed .....	February 2025

### **4. SUBMITTAL REQUIREMENTS**

Responding teams shall submit proposals via email with the subject line “A&E Services for New Police Department” to Karen Hernandez, Executive Assistant to the Chief of Police at [khernandez@manteca.gov](mailto:khernandez@manteca.gov)

Proposals shall have a 30-page limit (not including front and back cover, table of contents, tabs, resumes, and fee). Content requirements for a proposal are as follows. Each section should be labeled for ease of reference:

#### **A. Cover Letter**

The cover letter should state the name of the Consultant and include an executive summary of the proposal along with a statement this proposal is valid for 180 days.

#### **B. Table of Contents**

#### **C. Contact Information**

**1. Organizational Information** – Provide specific information regarding the organization including but not limited to the organization’s full name, address, and identity of parent company if the organization is a subsidiary.

**2. Contact information**

- i. Name, title, email address, and direct phone number of the main point of contact person(s) authorized to negotiate and execute the contract resulting from this RFP.

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**D. Qualifications and Experience**

1. **Consultant Experience and Qualifications** – Provide detailed information about the prospective consultant's relevant experience in the services outlined in this RFP. Include the following:
  - a. Total number of years in operation, general scope of services offered, and current principal area of expertise;
  - b. Number of years the firm has been providing design services;
  - c. Resumes and qualifications of key team members assigned to this project, including key subconsultants if applicable;
  - d. An organizational chart showing the management structure of the project team; and
  - e. Experience working with local government entities.
2. **Similar Project Experience** – Provide a list of at least three comparable projects completed by the prime consultant in the last 10 years. For each project, include a description, original project budget (and final budget if different), project duration, and the services provided. Specify the project size, budget, client name, and contact information. Additionally, highlight the roles of the proposed project manager and key team members involved in each project.
3. **Identification of Subconsultants** – List all subconsultants proposed for the scope of work, specifying the services each subconsultant will provide and the percentage of the overall scope they will complete. Include brief examples of relevant police department experience from each subconsultant. Additionally, indicate any past or current projects where the prime consultant and subconsultants have collaborated.
4. **Business References** – Provide at least three references for the prime consultant, including the entity name, address, contact person's name and phone number, along with a brief description of the services provided.
5. **Litigation and Financial Stability** – Disclose any judgments, pending or anticipated litigation, or potential financial setbacks that could materially impact the viability or stability of the proposing organization, or confirm that no such conditions exist.

**E. Project Understanding and Approach**

The proposal should include the Consultant's understanding of the project as well as their approach and commitment to delivering design services that meets or exceeds the requirements outlined in Attachment A – Scope of Services. The scope of services may be modified during contract negotiations with the selected consultant and is intended to outline and describe the range of tasks anticipated for the project. The proposal should include diagrams, graphic representations, and narrative descriptions as necessary to enable the review committee to understand and evaluate the respondent's understanding of, and approach to, the requested design services.

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**F. Schedule of Services**

Provide a detailed schedule outlining the major milestones in the process as well as each phase of design in alignment (or better) than the following:

Phase	Month
Conceptual Design	February 2025
Schematic Design	March 2025 – May 2025
Design Development	June 2025 – September 2025
Construction Documents	October 2025 – March 2026
Plan Check / Permitting	March 2026 – April 2026
Bidding	April 2026 – June 2026
Construction	July 2026 – December 2027

**G. Fee**

The proposal shall clearly state all of the costs associated with the project, broken down by design phase as identified in Attachment B. Provide costs based on a time and materials not to exceed-basis, include information listing the hourly rates by name and title for each key personnel. Provide sufficient information for City staff to determine the total contract price for all components that make up the total budget. The project costs should include all expenses that will be charged to the City. The cost for developing the proposal is the sole responsibility of the submitting prospective consultant, and shall not be chargeable to the City.

**H. Additional Information**

Include any other information you believe to be pertinent, but that is not required. Do not exceed the page limit listed above.

**I. Contract Revisions**

By submitting a proposal in response to this RFP, prospective consultants certify that they take no exceptions to the terms and requirements of this RFP, including the terms of Attachments D and E. Any proposed waiver or change to Attachments D & E must be clearly identified within this section. Failure to clearly identify exceptions in the submitted proposal will be construed as acceptance of all terms and conditions contained therein.

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## **5. CONSULTANT SELECTION/EVALUATION PROCESS**

The City's primary objective is to select a qualified firm to perform necessary services for the City at a fair and reasonable fee. The selection process shall be fair, open, and competitive. The selection of a consultant preferred for this project shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required services. To that end, the City has established the following criteria and point scoring system for the selection process:

<b>CRITERIA</b>	<b>POSSIBLE POINTS</b>
A. Firm's Qualifications.....	30
B. Team Qualifications and Experience .....	25
C. Proposed Scope and Schedule .....	25
D. References .....	10
E. Fee Proposal .....	10
<hr/>	
<b>TOTAL POSSIBLE POINTS .....</b>	<b>100</b>

## **6. SELECTION AND AWARD OF CONTRACT**

The selection process is summarized below:

**PRE-SELECTION** - Proposals will be reviewed by a Selection Committee that will select a short list of the three (3) "most qualified" finalists.

**SELECTION** - The Selection Committee may invite the finalists for an oral interview and presentation. Project staff listed in the submittal must be present at the oral interview. Interviews may or may not have their own separate scoring during the evaluation process.

**NEGOTIATIONS** - The City will negotiate with the highest-ranked firm. If an agreement is not reached, negotiation will be terminated and started with the next highest-ranked firm. This process will continue until an agreement is reached.

## **7. GENERAL CONDITIONS**

The following general conditions apply to Proposals:

- A. General Guidelines for Content:** The proposal shall be clear, concise, and detailed enough to enable the Selection Committee to make a thorough evaluation and arrive at a sound determination as to whether the respondent meets the requirements of the City. The proposal should demonstrate that the respondent has a thorough understanding of the City's requirements.

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- B. Explanation to Respondents:** The City reserves the right to interpret or change any provision of this RFP at any time prior to the due date. Such interpretations shall be in the form of an addendum and will be made available to each organization that has received the RFP. Oral explanations will not be binding. The City may determine that a time extension is required for the submission of the proposals. In such a case, an addendum will be issued with a new due date.
- C. Financial and Insurance Information:** The City may require evidence, as it deems necessary, of a respondent's financial stability. The City reserves the right to request further information from the authorized representative of a respondent, either orally or in writing. Written requests will be addressed to the authorized representative of the respondent. Respondent is required to meet the insurance requirements described in Attachment B of this RFP. Additionally, the successful respondent will be required to obtain a City of Manteca business license.
- D. Truth and Accuracy of Representations:** False, incomplete, or non-responsive statements will be cause for rejection of a proposal. The evaluation and determination of the fulfillment of the above requirements will be the City's responsibility, and its judgment will be final.
- E. Rights to Proposal and Other Respondent Information:** Information disclosed in a proposal and attendant submissions and all work submitted to the City becomes property of the City. Any proprietary information shall be identified as such when the proposal is submitted. All documents submitted as part of the proposal will be deemed confidential during the evaluation process but may be subject to disclosure following an award.
- F. Notification:** All teams responding to this RFP will be notified of their selection or non-selection after the Selection Committee has completed the selection process.
- G. Disclaimer:** This solicitation does not commit the City of Manteca to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure a contract for any services. The City, at its sole discretion, may reject any and all submittals.

## 8. QUESTIONS AND INQUIRIES

Your requests for information, questions, and clarifications should be submitted by email to Karen Hernandez at [khernandez@manteca.gov](mailto:khernandez@manteca.gov).

**New Manteca Police Department HQ**

Issued: Nov 8, 2024

**ATTACHMENT A**  
**SCOPE OF SERVICES**

New Manteca Police Department HQ  
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## SCOPE OF SERVICES

The Consultant shall provide comprehensive design-bid-build services to successfully deliver the New Manteca Police Department Project ("Project"). This includes complete architectural and engineering documentation necessary for construction, such as detailed drawings, specifications, and supporting materials. Additionally, the Consultant will provide construction administration support through project completion. The design will account for operational needs, integration of existing and new utilities, site conditions, aesthetic considerations, and potential construction impacts. The Consultant will also be responsible for preparing, submitting, and securing all necessary permits and regulatory approvals.

The scope of services anticipated for this Project may include, but are not limited to:

### A. Design Management and Coordination

Provide all the services to manage the Project through completion. The work shall include, but not be limited to the following tasks:

1. Provision of all design management and quality control services throughout the duration of the Project, including coordination with the City's Construction Manager and outside agencies/utility departments. The consultant shall deliver a high-quality product within budget and on schedule.
2. Coordinate, attend, and prepare design meeting minutes for the Project kick-off meeting and bi-weekly meetings with City staff and related consultants.
3. Coordinate meetings with the City to discuss the Project, present design options, review alternatives, etc.
4. Coordinate, and attend other meetings as necessary to facilitate the completion of the scope of work.
5. Provide monthly design progress schedule updates in conjunction with submittals of invoices.
6. Make up to three (3) presentations to the City Council and/or the public, as required, and at regularly scheduled design meetings, as directed by the City.

#### Deliverables:

- Project Schedule and Updates
- Monthly invoices shall include a Progress Summary Report indicating the tasks completed for the month and the tasks anticipated to be completed in the next billing cycle.
- Meeting agendas and minutes for all design and coordination meetings
- PowerPoint presentations and other exhibits for meetings



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## **B. Design & Engineering Services**

In performance of the required design services, the City is requesting proposals from teams with experience in consensus driven Conceptual Design, Schematic Design, Design Development, preparation of Construction Documents and Specifications, Construction Administration, and Commissioning.

1. The consultant shall provide a topographic and civil survey of the site in support of any needed path of travel scope which may be required as a result of the renovation.
2. The consultant shall utilize the 2024 Needs Assessment Report conducted by LDA Partners as the foundation for programming information and refine or enhance it as needed, incorporating their recommendations in collaboration with and subject to the City's approval.
3. The consultant shall produce drawings and include contents therein based on AIA standards for Conceptual Design, Schematic Design, Design Development, and Construction Documents.
4. The work shall be performed in accordance with all of the latest applicable codes, standards, and regulations.
5. At a minimum, the A & E shall provide the following Scope of Work:  
Development of Complete Specifications (including Division 01, and project specific modifications to the City General Provisions and Special Provisions)
  - a. Architectural Design
  - b. Civil Engineering and Landscape Design as applicable
  - c. Structural Engineering
  - d. Mechanical Engineering
  - e. Plumbing Engineering
  - f. Electrical Engineering
  - g. Low Voltage (Structured Cabling Systems)
  - h. Audio Visual Design
  - i. Lighting Design
  - j. Signage & Graphics Design
  - k. Codes and Accessibility Compliance
  - l. Waterproofing as applicable
  - m. Security Systems (basis of design for design build delivery) as applicable
  - n. Fire Alarm Systems (basis of design for design build delivery) as applicable
  - o. Building Management Systems (BMS) (basis of design for design build delivery) as applicable
  - p. Utility coordination and inclusion in documents as applicable
  - q. Interior Design
  - r. Furniture, Fixtures and Equipment Design and Procurement Management
  - s. Coordination with City Facilities Management personnel and assigned Construction Manager
  - t. Construction Administration (assume 1 OAC meeting on-site per week for 18 months of construction)
  - u. Title 24/ CalGREEN Commissioning
6. The consultant shall produce conceptual, schematic, and design development packages with respective cost estimates at each stage, as well as a 50%, 80%, and 100% construction document submittal packages for review. An additional cost estimate shall be incorporated only at the 80% construction document stage.

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7. The consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in full size and shall be signed by the architect and engineer of record, licensed in the State of California.
8. The plans shall be produced using the most current version of AutoCAD and/or Revit.
9. Specifications shall be written in Greenbook format. The City will provide templates for general provisions. The consultant will be responsible for producing all special provisions with bid items descriptions and technical specifications in the appropriate format.
10. The schedule of items shall address the full scope of work, and shall indicate accurate quantities in support of the Architect's Estimate.
11. The consultant shall submit plans to the City and revisions as needed for permitting.
12. Plans shall be completed and ready for building permit, to be pulled by the construction contractor.

**Deliverables:**

- a. PS&E submittals in electronic format for the following:
  - i. Conceptual Design package and cost estimate
  - ii. Schematic Design package and cost estimate
    1. This should additionally include items such as engineering, drainage, and/or soils.
  - iii. Design Development design package and cost estimate
  - iv. Construction Document design package (with specifications) at 50%, 80% and 100%. The 80% CD package shall include a cost estimate.
- b. 3D renderings should accompany the above design packages to visually illustrate design concepts, site plans and interiors.
- c. A letter report summarizing review comments and the resolution of the review comments
- d. Final bid documents in electronic and PDF format
- e. Final Permit Set of Construction Drawings

**C. Contractor Bidding**

Upon conclusion of the Construction Documentation Phase, the Project Architect shall provide reproducible construction documents. The Project Architect and/or its subconsultants shall provide services including, but not limited to, the following:

1. Issue Construction Documents and Specifications to the City
2. Attend an internal bid process planning meeting with the City and stakeholders
3. Attend pre-bid conference and job walk with potential bidders
4. Review and respond to all Bid RFI's and Substitution Requests
5. Produce and provide all necessary Addenda including but not limited to narratives, RFI responses, changes, details, new sheets, and specifications. The Information provided shall be clouded and delta stamped
6. Assist in reviewing prime contractor bids for correctness and completeness
7. Participate in the pre-construction meeting(s)
8. Assist City and Construction Manager in the evaluation of contractor bids

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## **D. Furniture Design and Procurement Services**

In the furniture design and management phase of the Project, the Project A&E shall provide the following services necessary to design, negotiate and secure competitive pricing and services required for the Project.

The City desires all furniture selections be made from CMAS, US Communities, or other GSA approved pre-negotiated furniture listing, to the extent possible.

### **1. Needs Assessment**

- a. Meet with key representatives of the Project to define goals for obtaining furniture for the Project, including image, function budget and schedule
- b. Prepare an initial overall Project furniture budget and schedule for review and approval by the City
- c. Review the work processes for all staff to assist the Architect in designing typical workstation layouts that meet the functional needs of the City
- d. Perform an inventory of all existing FF&E and make recommendations for re-use in the renovated space

### **2. Design and Documentation Preparation**

- a. Present private office and workstation images and ancillary furniture of the products for City review
- b. Develop descriptive criteria for the furniture design intent
- c. Develop furniture setting plans for the entire Project
- d. Assist in determining the criteria for Furniture Dealer selection, including initial and ongoing services, availability of products, installation capabilities, percentage off from list prices, etc.
- e. Finalize final configuration and specifications of products
- f. Select final finishes including fabrics, woods and paints to coordinate with approved color scheme. Dealer is to provide a color board for review and approval by the City
- g. Review dealer generated detailed furniture installation plans and sheet specifications for design intent. Coordinate power/data entry locations. Product numbers are to be verified with the dealer
- h. Undertake a comparison analysis of furniture final costs with established budget
- i. The Dealer will be responsible for providing detailed specifications

### **3. Procurement Process**

- a. Develop a comprehensive FF&E budget for all materials proposed.
- b. Oversee the price negotiation, manufacture, and delivery schedule for all FF&E.
- c. Prepare and provide adequate information for the issuance of Purchase Orders.
- d. Review dealer provided Project schedule in coordination with the Master Project Schedule and the General Contractor's construction schedule
- e. Coordinate with the City and Contractor and FF&E distributor for final delivery and installation dates.
- f. Coordinate any power and/or low voltage requirements between Contractor and FF&E installations.

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Upon completion of installation, the Project Architect shall attend a job walk to confirm completeness of installed FF&E items with the dealer. Dealer shall develop a corrective work list of missing items or corrective measures required.

## **E. Construction Administration**

1. Attend weekly OAC meetings, as directed by the City to respond to questions concerning the plans, specifications and estimates.
2. Review and provide input on the construction schedule, as needed.
3. A&E shall be available for on-site visits, as necessary, in response to questions arising from the progress of the work.
4. The consultant shall review all material submittals and shop drawings as required by the Special Provisions and Technical Specifications.
5. Respond to Request for Information (RFIs) from the contractor and prepare modifications or revisions as required. This will include utilizing a document management software that will be provided by the Project management team.
6. The City shall not be billed for, nor shall it pay for responding to Request for Information (RFIs) or any revisions to the plans and specifications that are required due to errors or omissions in the original contract documents.
7. The consultant shall assist the City in the preparation of contract change orders, including time impact and independent cost analysis, as necessary.
8. The consultant shall participate in the final walk through of the constructed Project and assist in the preparation of "punch list" items in need of work.
9. The consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer. Submittal of record drawings shall be full-sized PDFs.

### **Deliverables:**

- Responses to RFIs, material submittals, and shop drawings from the contractor
- Plan revisions, as required
- Responses to the review of proposed contract change orders
- Plan revisions, as required, and as-builts

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**ATTACHMENT B**  
**FEE PROPOSAL**

**New Manteca Police Department HQ**

Issued: Nov 8, 2024

**New Manteca Police Department HQ**  
Issued: Nov 8, 2024

**ATTACHMENT C**  
**SITE OVERVIEW**

New Manteca Police Department HQ  
Issued: Nov 8, 2024

Site located at:  
**2346 W Yosemite Ave, Manteca, CA 95337**  
(within the Family Entertainment Zone directly east of  
Manteca Waste Water Treatment Facility)





New Manteca Police Department HQ  
Issued: Nov 8, 2024

**ATTACHMENT D**  
**(SAMPLE) AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Consultant").

**RECITALS**

- A. Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.
- C. City desires to retain a Consultant to render the professional services set forth in this Agreement.

**AGREEMENT**

1. Scope of Services. Consultant shall perform the \_\_\_\_\_ services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated \_\_\_\_\_, and attached hereto as Attachment 2. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the \_\_\_\_\_ services is sometimes referred to herein as "the Project."
2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.
3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 3. All work shall be completed no later than \_\_\_\_\_. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

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4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the

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performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia,

photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment

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or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and
- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be \_\_\_\_\_. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and

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volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

#### 16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached

Attachment B. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

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- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.
- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in

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writing

and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca  
1001 W. Center Street  
Manteca, CA 95337  
Attention: \_\_\_\_\_

If to Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall

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be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal



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opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Consultant's Proposal dated \_\_\_\_ and this Agreement (which includes Attachment 1 and Attachment 3) this Agreement and its attachments shall take precedence over Consultant's proposal.

This Space Purposely Left Blank

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

**CITY OF MANTECA:**

**CONSULTANT:**

\_\_\_\_\_  
(Signature)

Gary Singh, Mayor

\_\_\_\_\_  
(Type name of Consultant/form of organization)\*

**ATTEST:**

By: \_\_\_\_\_

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\_\_\_\_\_  
(Signature)

Cassandra Tilton, City Clerk

**COUNTERSIGNED:**

\_\_\_\_\_  
(Signature)

Jared Hansen, Acting Finance Director

**COUNTERSIGNED:**

\_\_\_\_\_  
(Signature)

Dawn Cortesi, Interim Director of HR/Risk Management

**APPROVED AS TO FORM:**

\_\_\_\_\_  
(Signature)

David Nefouse, City Attorney

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name and title)

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name and title)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

## **ATTACHMENT E** **INSURANCE REQUIREMENTS**

### **INSURANCE REQUIREMENTS**

Consultants shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

**Minimum Limits of Insurance:** Coverage shall be at least as broad as:

#### **Commercial General Liability**

- Commercial General Liability Insurance with \$1,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured **on 2001 or earlier issued endorsement forms:**

*"City of Manteca, its officers, officials, employees, agents, and volunteers".*

#### **Automobile Liability**

If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:  
*"City of Manteca, its officers, officials, employees, agents, and volunteers".*

#### **Worker's Compensation**

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

#### **Professional Liability (Errors and Omissions)**

Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate

#### **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.
3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

**Verification of Coverage**

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca

**Waiver of Subrogation**

Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

**SPECIAL RISKS OR CIRCUMSTANCES**

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

**ATTACHMENT F**  
**2024 NEEDS ASSESSMENT REPORT**  
**DEVELOPED BY LDA PARTNERS**