

CONTRACT FOR SERVICES

THIS AGREEMENT ("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

RRM Design Group, Inc.
Consultant

3765 S Higuera Street, Ste. 102	San Luis Obispo	CA	93401
MAILING ADDRESS	CITY	STATE	ZIP

CONSULTANT'S STATE LICENSE CLASSIFICATION & NUMBER (if required)
hereinafter referred to as "Consultant".

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for comprehensive architectural and engineering services for the development of Manteca Fire Station No. 6

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

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

AGREEMENT**1. SCOPE OF SERVICES:**

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting

provisions contained in the exhibits to the Contract. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's Contract and attachments, the City's Contract and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this Contract terminated on Friday, June 30, 2028, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Payment Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this Contract exceed Five Hundred Fifty Four Thousand Fifty Four Dollars and Zero Cents (\$554,054.00) without City's prior written approval.

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements

providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) minimum limit for general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. 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. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant 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.

d. Coverage shall contain a waiver of subrogation in favor of the City.

2. *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 one million dollars (\$1,000,000) minimum limit per accident for bodily injury and property damage.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

4. *Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement,

and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or

under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Steven Islas
Fire Chief
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Michael Scott
Principal
RRM Design Group, Inc.
3765 S Higuera Street, Ste. 102
San Luis Obispo, CA 93401
805-903-1233
MLScott@rrmdesign.com

E. Governing Law and Venue. This Contract shall be interpreted and governed by the laws of the State of California, and any legal action relating to this Contract shall take place in the Superior Court, County of San Joaquin.

F. 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 Contract.

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

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the

Contract for Services
RRM Design Group, Inc.

name of five () qualified mediators. Each party shall 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.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

K. Execution. This Contract 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.

L. 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 Contract. Each party warrants to the other that the signature to this Contract have the legal power, right, and authority to enter into this Contract and to bind each party.

CITY OF MANTECA

By: _____
Toni Lundgren, City Manager

ATTEST:

By: _____
Cassandra Candini-Tilton, City Clerk

APPROVED AS TO FORM:

By: _____
Andy Pinasco, Interim City Attorney

CONSULTANT

By: _____
Title: Principal

EXHIBIT A

Scope of Work/Consultant Proposal



Manteca Fire Station No. 6

Proposed Scope of Services

June 30, 2026

Transmitted via email: sislas@manteca.gov
 Steven Islas, Fire Chief
 City of Manteca, Fire Department
 1154 South Union Road
 Manteca, CA 95337

Dear Chief,

RRM Design Group (RRM) is pleased to provide the City of Manteca (Client/City) with the following scope to provide design services for the new Manteca Fire Station No. 6. RRM prepared the bridging documents for Fire Station No. 5 and will apply those prepared plans and specifications to the bridging document level, as a basis for construction documents for a prototype Fire Station No. 6. Fire Station No. 6 will be identical to Fire Station No. 5 with the exception of site location, larger apparatus bays, and different exterior elevations. Otherwise, Fire Station No. 6 will follow all the design decisions incorporated into Fire Station No. 5.

Scope Of Services

Task 1: Planning and Project Assessment

Subtask 1.1: Fire Station Conceptual Layout/Programming

Complete in Bridging Documents

Subtask 1.2: 30% Schematic Design – Site Plan Only

Floor plan per Bridging Documents

With the schematic floor plan complete in the bridging documents, RRM will work with the fire department to refine the schematic site plan for the new site. As part of the optional task below, RRM will revise the exterior elevations to match the optional exterior design and extend the apparatus bay.

Note: *Per the Client, a formal planning application submittal will not be required for this project. If a planning submittal is required, RRM will provide for an additional cost.*

Deliverables:

- Prepare schematic site plan for new site
- Revise schematic floor plan with revised apparatus bay length
- Revise schematic building elevations with revised optional elevation

RRM Design Group | Creating Environments People Enjoy | www.rrmdesign.com

San Luis Obispo | San Leandro | Santa Barbara | Ventura | San Juan Capistrano | San Diego | Seattle
 a California corporation • Leonard Grant, Architect C26973 • Robert Camacho, PE 76597 • Steven Webster, LS 7561 • Jeffrey Ferber, LA 2844



- Prepare schematic landscape and civil engineering plans
- Secure utility information
- Project schedule
- Schematic drawings will include:
 - Architectural site plan; colored for presentation
 - Architectural floor plan
 - Architectural building elevations
 - Architectural building sections
 - Landscape plan
 - Grading and drainage plan
 - Site photo
 - Rendering in color

Meetings:

- One (1) working project status meeting to review final schematic drawings

Client Participation:

- Attendance at working project status meetings
- Provide survey
- Provide geotechnical report

Task 2: Design Development and Construction Documents

Subtask 2.1: Design Development – Site Plan

Deleted due to Bridging Documents

Subtask 2.2: 90% Construction Documents

With the revised bridging document drawings and specifications based on the new site and revised elevations, RRM and our consultants will prepare the construction documents. At this phase, the focus will be to prepare the drawings and specifications to the detail level for permitting and a contractor bid. Clear understanding of the drawings and the constructability of the facility is the goal at this phase.

Deliverables:

- Develop 90% construction documents package for permit submittal to include:
 - Architectural drawings
 - Engineering drawings
 - Specifications
 - Title 24 reports
 - Structural calculations
- Assist Client in preparing front end specifications (Division 01 and General Conditions if needed)
- RRM in-house quality assurance/quality control (QA/QC) process



- 90% construction document package (for Client review and permit submittal)
- Respond to Client comments

Meetings:

- One (1) meeting to review Client comments on 90% construction document

Client Participation:

- Attendance to Client/RRM team meetings
- Provide timely decisions
- Provide standard Division 01 and General Condition specifications

Subtask 2.3: Permitting

RRM will submit the 90% construction documents to the building department for a plan check review at the end of the construction document task. RRM will respond to the plan check comments received in writing and prepare documentation to achieve permit-ready status. During this task, modifications to the documents may also occur as a result of the fire department and Client team review comments and RRM's in-house QA/QC process. RRM will incorporate the City agency plan check, RRM in-house QA/QC, and fire department/Client review comments into the 100% construction document set for the project bidding process.

Deliverables:

- Submit to City for building permit
- Submit to City for grading permit and any necessary encroachment permits
- Respond to plan check comments
- 100% construction documents with building department comments including submittal for bidding

Meetings:

- One (1) meeting to review plan check comments with building department

Client Participation:

- Payment of plan check fees
- Attendance to RRM/agency meetings

Task 3: Bidding Phase

Subtask 3.1: Bidding

RRM and our consultants will prepare the complete plans and specifications bid package to publicly bid the project. RRM will assist the Client during the bidding phase by participating in a pre-bid conference, evaluating, and advising the Client regarding substitution requests, and responding to questions from prospective bidders in the form of an addendum.



Deliverables:

- Respond to bidder questions
- Prepare one (1) addendum

Meetings:

- One (1) pre-bid conference with prospective bidders

Client Participation:

- Attendance at pre-bid conference
- Provision of City standard front end bid documents; Division 00 in CSI Format

Task 4: Construction and Project Completion

Subtask 4.1: Construction Support

RRM and our consultants will assist the Client during the construction phase by reviewing and responding to contractor submittals and requests for additional information, reviewing and responding to requests by the Client or contractor for changes in the work, and observing and advising the Client's construction administrator regarding construction progress and conformance to the contract documents. RRM will attend regular progress meetings, assist the Client in preparing a punch list, and advise the Client on the status of the project with respect to substantial completion and final completion.

Deliverables:

- Respond to requests for information (RFI)
- Issue supplemental information/instructions
- Review payment applications
- Review change proposals and change orders
- Prepare field observation reports when needed
- Prepare punch list
- Attend on-site construction project meetings one (1) time per month for fourteen (14) months
- Attend virtual construction project meetings one (1) time per month for fourteen (14) months
- Review of contractor provided record as-built drawings and operations and maintenance manuals

Meetings:

- One (1) pre-construction meeting
- Fourteen (14) on-site project meetings/construction observations one (1) per month
- Fourteen (14) virtual project meetings/construction observations one (1) per month
- One (1) preliminary punch list walk-through
- One (1) final construction completion meeting

Client Participation:

- Attendance at job site and virtual meetings



Subtask 4.2: Record Drawings and Project Closeout

RRM and our consultants will review the set of record drawings prepared by the contractor to include the revisions made during construction to provide the Client with a complete record of the project as completed. RRM will provide a list of items missing for contractor inclusion.

Deliverables:

- Review contractors job site plan set
- Reviewed Initial record drawing set with comment list of items missing

Client Participation:

- Review and provide comments to initial record drawing set

Task O: Optional Tasks

RRM is providing the following optional tasks to offer you a “menu” of services for selection. Services that are considered “Standard Services” are listed above. Prior to commencing the work in the tasks below, RRM will require written authorization to begin the work.

Subtask O.1: Revised Exterior Elevation and Roof Plan

RRM will revise the plans to reflect the optional elevation that is different from the elevation of Fire Station No. 5 and will also include a larger apparatus bay. These revisions will occur at the schematic design phase and will be incorporated into the construction documents.

Subtask O.2: Cost Estimates

Cost estimates are not included in the base services but can be provided for additional cost at any phase desired. RRM can provide the Client with a selection of recommended cost estimators. RRM will review any cost estimates prepared for consistency with the drawings. The fee amount to be determined upon Client authorization to proceed.

Reimbursable Expenses

All expenses incurred will be reimbursed pursuant to the rates, terms, and conditions in the attached Exhibit A-1.

Fee Footnote

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.



Limitations of Scope and Exclusions

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction inconsistent with prior approvals are subject to additional service fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed fee, or hourly basis per the terms of the attached Exhibit A-1.

The following services or tasks are specifically excluded from the scope:

- LEED documentation
- Off-site utility work
- Off-site roadway-work other than curb gutter and sidewalk to the extent of the fire station developed frontage area
- QSP/QSD services during construction
- Furnishing procurement
- Environmental (CEQA) processing
- Payment of permit fees
- Right-of-way engineering and condemnation services
- Technical studies other than those listed in this proposal
- Utility testing
- Hazmat testing
- Analysis and design of the existing off-site storm drainage facilities and conditions
- SWPPP construction monitoring
- Street lighting
- Pump stations (for sewer and/or storm drains)
- Fire sprinkler design (it is assumed that this will be a deferred submittal)
- Septic system
- Bus stops

Exhibit A-1: General Provisions and Conditions

RRM Design Group and Client agree that Exhibit A-1 is hereby made part of this proposal.

If you have any questions or require clarification of the scope of services, Exhibit A-1, or fees outlined above, please do not hesitate to call us. If this scope of services is acceptable, please sign below indicating mutual agreement of the terms of this proposal; return one set to RRM and retain one set for your records.



Thank you again for this opportunity.

Sincerely,

RRM Design Group



Byron Wong, LEED AP
Manager of Architecture
CA License No. C33768



Michael Scott, LEED AP
Principal
CA License No. C31544

Attachment: Project Fee Schedule
Exhibit A-1

The person signing and executing this contract for the Client represents and warrants that they are duly authorized and have the legal capacity and actual authority to bind the Client to each and every term, condition, and obligation of this contract and that all requirements of the Client have been fulfilled to provide such authority.

Authorization to Proceed by Client Representative:

Sign

Date

Print Name, Title

Billing Email (Please identify the billing contact name and email address to receive electronic invoices.)

Billing Address (if different from mailing address)

wbcN:\X-FILES\X-Files-4200\X4223-01-PS26-Manteca-FS-No-6\Proposal\Original-Docs\Proposal-Manteca-New-FS-wbc-06-30-26.docx



EXHIBIT B

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
Principal

EXHIBIT C

Payment Schedule

Manteca Fire Station

Manteca, CA

ATTACHMENT 1

Total Fees

Based on use of Existing Bridging Documents

Phase 1		
Planning and Project Assessment		
Task 1.1 Fire Station Conceptual Layout / Program - <u>Complete</u>		
	Conceptual Floor Plan	
	Conceptual Site Plan	
	Conceptual Elevations	
	Conceptual Massing	
	Meetings	
Task 1.2 Schematic Design - Site Plan Only		
	Document Review	
	Preparation of Site Plan	
		\$17,636
Design Development and Construction Documents		
Task 2.1 Design Development - Site Plan		
	Preparation of drawings	
	Preparation of progress specifications	
	Construction Cost Estimate - By CM	
	Interior Materials Board - In CD	
	Meetings - 0 Team Meeting	
		\$0
Task 2.2 90% Construction Documents		
	Preparation of drawings	
	Preparation of specifications	
	Preparation of calculations	
	Construction Cost Estimate - Separate, RRM to review	
	Interior Materials Board	
	QAQC Review / Constructability Review	
	Meetings - 2 Team Meetings	
		\$240,906
Task 2.3 Permitting		
	Preparation of plan check and bid documents	
	Meetings - 1 Team Meeting	
		\$23,450
FEE SUBTOTALS		\$281,991
Phase 2		
Bidding		
Task 3.1 Bidding		
	Response to bidders	
	Preparation of addendums	
	Meetings - 1 Team Meeting	
		\$16,510
Construction and Project Completion		
Task 4.1 Construction Support		
	Review of Submittals	
	Response to RFIs	
	Punch List review	
	Meetings - 1 In Person 3 Remote Meetings Per Month for 14 months	
		\$174,001
Task 4.2 Record Drawings and Project Closout		
	Review of Contractor Markups	
		\$7,884

PHASE 2 FEE SUBTOTALS **\$198,395**

Estimated Reimbursables **\$8,000**

PHASE 1 FEE SUBTOTALS **\$281,991**

FEE Total - Including Reimbursables **\$488,386**

Optional Tasks

Task O.1 Revised Exterior Elevation and Roof Plan		
	Elevation to Be Second Elevation Option	
		\$65,668

Note: The Following is not included but may be added as a separate cost:

Planning Application and Review and Approval of Design

Revision to Floor Plan beyond App Bay Extension.

Cost Estimate

