



REQUEST FOR PROPOSALS

Construction Project Manager for the New Police Department Headquarters

Issued: January 12, 2026

Proposals Due: February 3, 2026
at 5:00 p.m.

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REQUEST FOR PROPOSALS (“RFP”)

INTRODUCTION, BACKGROUND, AND PURPOSE

The City of Manteca, located in San Joaquin County, is at the heart of Northern California’s Central Valley. The City continues to experience steady growth and operates a full-service Police Department on a 24-hour, seven-day-per-week basis. The Manteca Police Department is currently staffed by sworn and non-sworn personnel and provides comprehensive law enforcement services to the community.

The City is entering the construction documents phase with its architectural design consultant and is seeking a qualified Construction Management firm to provide professional construction management and owner’s representative services for the planning, construction, and delivery of a new Police Department Headquarters facility.

PROJECT SCOPE AND OBJECTIVES

The selected Construction Project Manager shall provide services across all phases of the project and shall demonstrate required experience with law enforcement or public safety facilities, including secure environments, evidence storage, detention areas, and mission-critical systems.

Project Scope:

The selected Construction Project Manager shall provide services across all phases of the project and shall demonstrate **required experience with law enforcement or public safety facilities**, including secure environments, evidence storage, detention areas, and mission-critical systems. Services include, but are not limited to, the following:

1. Pre-Construction Phase

- Review and provide input on project scope, budgets, schedules, and delivery methods.
- Coordinate with City staff, Police Department representatives, and the design team to ensure operational and security requirements are fully incorporated into the design.
- Review design documents for constructability, phasing, cost impacts, security considerations, and risk.
- Prepare or review cost estimates, value engineering recommendations, and project schedules.
- Assist with permitting and coordination with regulatory agencies.
- Support procurement activities, including contractor prequalification and bid evaluations, as applicable.

2. Construction Phase

- Serve as the City's representative during construction with the Construction Project Manager on site.
- Monitor construction progress for compliance with contract documents, schedule, budget, and public safety facility requirements.
- Review and process pay applications, change orders, RFIs, submittals, and claims.
- Coordinate and attend project meetings and provide regular written status reports to the City.
- Identify and resolve issues specific to secure facilities and mission-critical systems before they impact cost or schedule.
- Monitor contractor safety practices and compliance with labor and wage requirements.
- Provide day-to-day on-the-job observation/inspection of all construction work on the project. Construction Project Manager shall make reasonable efforts to guard the City against defects and deficiencies in the work of the Contractor and to ensure provisions of the contract documents are being fulfilled; prepare daily inspection reports documenting observed construction activities; take progress photographs and bind and label them; review contractor record drawing markups; punch lists; coordinate with the City for final inspection; and assist with all other matters relating to construction of the project.
- Schedule and conduct construction bi-weekly progress meetings online using Microsoft Teams, Zoom or equivalent. In person meetings can be scheduled as necessary.
- Attend monthly status report meetings with the City to review detailed construction progress and budget status through Microsoft Teams, Zoom or equivalent. Monthly in-person meetings can be scheduled as necessary.
- Enforce the construction schedule and/or phasing plan in order to complete the project within the allocated time and schedule. Perform schedule analysis, as needed.
- Review and respond to product and project submittals and/or coordinate with the Designer and the City to review project submittals. Maintain a submittal log and track turnaround time to avoid delays.
- Review and respond to all Requests for Information (RFIs) and/or coordinate with the Designer and City to provide responses. Log and track RFI progress.
- Review Contractor's initial schedule of values for reasonableness and ease of monitoring.
- Review quantities submitted with monthly progress payment requests, analyze differences over amount.
- Prepare monthly progress payment recommendations by making measurements of bid items on the project cost breakdown, checking the percent complete in the field, and assisting with Contractor meetings to resolve any differences in percent complete.
- Review all change orders related to construction issues based on the project drawings, specifications, and other design information from the Design Engineer.
- Perform change order analysis, including reviewing: logs of proposed change orders, change order quotations from Contractor, negotiated change order costs, time extensions,

processing final negotiated change orders, and effect of approved change orders in progress payment breakdowns.

- Prepare Contract Change Orders and recommendations to accompany change order documents and forward to the City for review and approval. Confirm on a monthly basis that the Contractor is maintaining up-to-date marked up prints of construction drawings and documents showing all field changes and as-built conditions. Maintain the same drawings and documents in the construction field office.
- Review and investigate pay and benefits from the Contractor, flag discrepancies, and provide resolution documentation for the project files. Spot check that the Contractor and subcontractors are following requirements established by the DIR as outlined the applicable Prevailing Wage Determination and Federal Davis Bacon rules. Documentation of discrepancies shall be reported to the City in a timely manner.
- Review and inspect for certificates of compliance with each project delivery for furnished construction materials to be incorporated into the work. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance per the project specifications.
- Review and inspect job site appearance per the project specifications.
- If applicable, review Project Traffic Control Plan(s) prepared by the Contractor to determine compliance with the Project contract documents. Provide your review for the Project Traffic Control Plan(s) to the City for final review and approval.
- Provide Storm Water Pollution Prevention Plan (SWPPP) services including inspections and reporting for the project. Oversee the implementation of the SWPPP, including oversight of the monitoring/sampling, weather and event tracking requirements, visual monitoring, inspections, and checklists.
- If applicable, review residential and business notifications to determine compliance with the Project contract documents.

3. Schedule and Cost Management

- Maintain and update the master project schedule.
- Track project costs and provide forecasting, variance analysis, and reporting.
- Review proposed changes for cost, scope, schedule, and security impacts and provide recommendations to the City.

4. Quality Assurance and Risk Management

- Ensure work meets quality standards, contract requirements, and public safety operational needs.
- Identify project risks associated with secure environments and implement mitigation strategies.
- Monitor compliance with police facility security requirements and mission-critical systems installation.

5. Closeout and Post-Construction

- Coordinate project closeout activities, including punch lists, inspections, and final approvals.
- Verify delivery of as-built drawings, warranties, manuals, and training materials.
- Review, prepare and scan project closeout documents (e.g., maintenance, operational, warranty, etc.) as required in the construction documents, and as submitted by the Contractor at the completion of the work.
- Assist with final payment processing and contract closeout.
- Assist with claims resolution, if necessary.
- Support facility commissioning and occupancy, as applicable.
- At the conclusion of the project, the Consultant shall provide the City with a digital copy of all the project records. The digital records shall be in the approved file format/s, file naming convention and directory structure.
- Perform post construction review and prepare lessons learned documents for future projects, if requested.

Project Objectives:

The City of Manteca is seeking the services of a qualified Construction Project Manager (CPM) to provide comprehensive oversight, management and inspection services for the planning, design coordination, construction, and closeout of a new Police Department facility.

The primary objectives of this project are to:

- 1. Ensure Successful Project Delivery**
Deliver a new Police Department facility that meets operational, functional, security, and regulatory requirements on schedule, within budget, and in accordance with approved plans and specifications.
- 2. Protect the City's Interests**
Act as the City's representative throughout all phases of the project to safeguard the City's financial, contractual, and quality interests.
- 3. Provide Specialized Public Safety Expertise**
Provide construction management services informed by **required experience with law enforcement or public safety facilities**, including secure environments, evidence storage, detention areas, and mission-critical systems essential to police operations.
- 4. Maintain Cost, Schedule, and Quality Control**
Implement effective cost controls, schedule management, risk mitigation strategies, and quality assurance processes to minimize delays, cost overruns, and change orders.
- 5. Coordinate Stakeholders**
Facilitate clear and consistent communication among City staff, Police Department leadership, architects, engineers, contractors, inspectors, and regulatory agencies.

6. Ensure Compliance and Safety

Ensure compliance with all applicable local, state, and federal regulations, codes, labor requirements, and safety standards throughout the project lifecycle.

MINIMUM QUALIFICATIONS

Firms submitting proposals must meet all of the following minimum qualifications to be considered responsive. Failure to meet any minimum qualification will result in disqualification.

- A minimum of twenty (20) years of experience providing construction management services for public-sector facilities.
- Demonstrated experience serving as Construction Project Manager or Owner’s Representative for at least five (5) law enforcement or public safety facility projects within the last ten (10) years.
- Direct experience with facilities containing secure environments, evidence storage, detention areas, and mission-critical systems.
- The proposed Construction Project Manager must have direct, hands-on experience managing law enforcement or public safety facility construction projects.
- Ability to meet all licensing, insurance, and regulatory requirements of the State of California and the City of Manteca.

CONTRACTOR PREQUALIFICATION AND BIDDING SUPPORT (REQUIRED)

The Construction Project Manager shall provide professional support services to the City during the contractor prequalification and competitive bidding process for the construction of the Police Department facility. These services shall be performed in strict compliance with all applicable City procurement policies and procedures.

1. Contractor Prequalification

The Construction Project Manager shall assist the City in developing and administering a formal contractor prequalification process, if directed by the City. At a minimum, services shall include:

- Development of prequalification criteria and evaluation standards in coordination with City staff and the design team.
- Use of the California Department of Industrial Relations (DIR) prequalification questionnaire, or equivalent, as a foundation for the prequalification process.
- Evaluation criteria may include, but are not limited to:
 - Financial capacity and revenue thresholds
 - Bonding capacity
 - Safety record, including Experience Modification Rate (EMR)
 - Relevant experience with public safety or similarly complex facilities
- Identification and outreach to qualified contractors with demonstrated experience in projects of similar scope and complexity.

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- Review and analysis of prequalification submittals and preparation of written recommendations to the City regarding contractor eligibility.

2. Competitive Bidding Support

Upon completion of construction documents, the Construction Project Manager shall manage and support the competitive bidding process. Services shall include, but are not limited to:

- Acting as the City's primary point of contact during the bidding period.
- Managing bidder inquiries, Requests for Information (RFIs), substitution requests, and issuance of addenda.
- Coordinating regularly with the project team to maintain schedule and promptly address bidding-related issues.
- Ensuring all communications are documented and distributed in a transparent and consistent manner.

Following bid opening, the Construction Project Manager shall:

- Review and evaluate bid submissions for responsiveness and responsibility.
- Prepare a comprehensive bid analysis, including a comparison of bids and identification of any irregularities.
- Provide a written recommendation for award for City consideration.
- The City retains ultimate decision-making authority on contractor eligibility and contract award.
- Upon City concurrence, assist in the preparation of staff reports, agenda materials, and supporting documentation required for City Council award of the construction contract.

CONSULTANT SELECTION TIMELINE

RFP Issued: January 12, 2026

Deadline to request clarifications/questions: January 22, 2026

Deadline for Q&A and/or Addenda Publication on or before: January 29, 2026

Proposals Due (including cost proposals): February 3, 2026

Evaluation of Proposals Completed: February 17, 2026

Consultant Selection on or before: March 17, 2026

PROPOSED PROJECT SCHEDULE AND DELIVERABLES

Proposers shall submit a realistic and well-supported project schedule demonstrating an understanding of critical path activities, coordination requirements, and strategies to maintain schedule and manage risk.

SUBMITTAL REQUIREMENTS

Proposals shall be submitted electronically via email to Karen Hernandez, Executive Assistant to the Chief of Police, at khernandez@manteca.gov. Proposals shall not exceed forty (40) pages, excluding covers and table of contents. Each section should be labeled for ease of reference:

A. Cover Letter

The cover letter should describe anticipated involvement with City staff and a clear mission statement for how services will be delivered.

B. Qualifications

This section will discuss the proposing team's qualifications, experience, and ability to deliver comprehensive construction management services for this facility.

Include:

1. Lead firm description
2. Sub-consultant(s) description(s)
3. Team member résumés. Identify the lead firm's Construction Project Manager and include up to three (3) résumés of lead firm staff and one (1) résumé for each sub-consultant.
4. Organizational chart illustrating the management structure of the entire project team.
5. Similar projects. Provide a minimum of five (5) projects undertaken within the past ten (10) years. For each project, include the project name, location, current status or completion date (as applicable), total construction value, and a concise project description. Each example shall also include a client reference (name, title, phone number, and email address). Projects must be of similar size, scope, and complexity to this project, with a construction value of \$50 million or greater.

C. Approach and Methodology

Describe your organization's approach to specific plans, the form or character of the final product, and suggested methodologies to complete the work.

D. Detailed Scope of Services

Using the general scope in this Proposal as a guide, provide a detailed, itemized description of tasks and services to be completed and associated deliverables.

E. Project Schedule

Provide a project schedule indicating anticipated milestones and meetings.

F. Contract Exceptions

The City will not consider changes to its standard “Agreement for Professional Services” attached as “Attachment A”.

G. Fee Proposal

The Fee Proposal shall be submitted as a separate file, that is password protected. The file name shall be clearly marked with the following:

- Cost Proposal for Construction Project Management for the New Police Department Headquarters – “Consultant Name”

Once the proposals received have been ranked, the City will request the password from the top ranked firm and negotiate the final scope and fee. If the City and top ranked firm are not able to come to an agreement, the City will proceed to initiate negotiations with the second ranked firm. The City will then negotiate scope and fee with the second ranked firm, and so forth.

The fee proposal shall be submitted for the services outlined in the Scope of Services and provide sufficient breakdown for each phase of work to identify the anticipated cost by task and indicate the number of staff hours and hourly rates. Include all materials and equipment costs that will be necessary in completing the task.

To be provided by the City:

- A City Project Manager
- Access to all applicable City records as determined by the City Project Manager.
- Assistance with presentations at council meetings.

EVALUATION CRITERIA

Proposals will be evaluated based on relevant experience, project understanding, past performance, and local agency experience, totaling 100 possible points.

1. Relevant Experience and Qualifications (30%)

- Demonstrated experience managing construction of law enforcement or public safety facilities, including secure environments, evidence storage, detention areas, and mission-critical systems with uninterrupted operational continuity.
- Experience with similar-sized and similarly complex public-sector projects.
- Qualifications and experience of the proposed Construction Manager and key team members.

Proposals that demonstrate extensive, directly relevant experience with secure law enforcement or public safety facilities, supported by highly qualified key staff with clearly defined roles, will receive higher scores under this criterion.

2. Project Understanding and Approach (45%)

- Demonstrated understanding of the unique operational, security, and regulatory requirements of a Police Department facility.
- Proposed project management approach, including cost control, schedule management, quality assurance, and risk mitigation strategies.
- Demonstrated understanding **designing and administering** formal contractor prequalification processes for complex public-sector or law-enforcement facilities.
- Ability to effectively coordinate with City staff, Police Department leadership, design professionals, contractors, and regulatory agencies.

Proposals that clearly demonstrate a proactive, detailed plan for managing a secure, phased Police Department headquarters construction project, with strong cost, schedule, quality, and risk management strategies, will receive higher scores under this criterion.

3. Past Performance and References (15%)

- Performance on prior projects of similar scope and complexity.
- Quality of references from public agencies, particularly those related to law enforcement or public safety facilities.
- Record of completing projects on time and within budget.

Proposals that demonstrate substantial experience with California public agencies and a clear commitment of readily available key staff to meet the project schedule will receive higher scores under this criterion.

4. Local Agency Experience and Availability (10%)

- Experience working with California public agencies and familiarity with local codes, permitting processes, and labor compliance requirements.
- Availability of key staff and ability to commit resources to meet the project schedule.

Proposals that demonstrate substantial experience with California public agencies and a clear commitment of readily available key staff to meet the project schedule will receive higher scores under this criterion.

SELECTION AND AWARD OF CONTRACT

The primary objective of the City is to select the most qualified firm to perform the necessary services for the City at a fair and reasonable cost. To that end, the City's selection process is summarized below:

- All received proposals will be reviewed and ranked by a Selection Committee.
- The Selection Committee at *its sole discretion may choose* to invite the top 2 ranked 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.
- 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.

GENERAL CONDITIONS

The City reserves the right to reject any or all proposals; to make any awards or any rejections in what it alone considers to be in the best interest of the City; waive any irregularities in the proposals; and modify the RFP schedule as necessary.

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.
- B. Explanation to Respondents:** The City reserves the right to interpret or change any provision of this proposal 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 proposal. 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 proposal. 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 pursuant to the California Public Records Act, subject to applicable exemptions.
- F. Notification:** All teams responding to this proposal 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.

QUESTIONS AND INQUIRIES

All questions shall be submitted in writing via email to Karen Hernandez at khernandez@manteca.gov

ATTACHMENT A

(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.

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 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 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 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:

- (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

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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 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 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 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

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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.

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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)

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

Gary Singh, Mayor

ATTEST:

By: _____

(Signature)

(Signature)

(Type name and title)

Cassandra Tilton, City Clerk

By: _____

(Signature)

COUNTERSIGNED:

(Type name and title)

(Signature)

Address: _____

Matthew Borning, Finance Director

Telephone: _____

COUNTERSIGNED:

(Signature)

Stephanie VanSteyn Director of HR/Risk Management

APPROVED AS TO FORM:

(Signature)

Riana Daniel, Interim City Attorney

ATTACHMENT B

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 \$2,000,000 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 \$2,000,000 per occurrence or claim, \$2,000,000 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.

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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.