

AGREEMENT FOR CONSULTANT SERVICES BETWEEN

CITY OF TEMECULA AND NICHOLS-MELBURG & ROSSETTO, AIA & ASSOCIATES, INC.

CIVIC CENTER AND OLD TOWN PARKING GARAGE ARCHITECTURAL AND ENGINEERING SERVICES

THIS AGREEMENT is made and effective as of **July 28, 2026**, between the **City of Temecula**, a municipal corporation hereinafter referred to as "City"), and **Nichols-Melburg & Rossetto, AIA & Associates, Inc.**, a **Corporation** (hereinafter referred to as "**Consultant**"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **July 28, 2026**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **July 28, 2029**, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, upon mutual agreement, extend the contract for two **(2)** additional **one (1)** year terms. In no event shall the contract be extended beyond **July 28, 2031**.

At the beginning of each fiscal year, the Consultant may request an adjustment to the payment rates and payment schedule based on the annual percentage change of the Consumer Price Index (CPI) for All Urban Consumers for the Riverside–San Bernardino–Ontario Core Based Statistical Area, using the most recently published month. Any such adjustment shall not exceed 4 percent and must be approved by the Director of the Public Works Department.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Consultant shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any

staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

5. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

6. PAYMENT

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **ONE HUNDRED ELEVEN THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS (\$111,100.00)** for the total term of this agreement unless additional payment is approved as provided in this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement per year as approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement Consultant

shall provide receipts on all reimbursable expenses in excess of fifty dollars (\$50) in such form as approved by the Director of Finance.

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "**PAYMENT**" herein.

8. DEFAULT OF CONSULTANT

a. The Consultant failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A, without the written consent of the Consultant.

10. INDEMNIFICATION

a. Indemnity for Design Professional Services. In connection with its design professional services, but subject to the limitations of Section 2 of this Agreement, Consultant shall hold harmless and indemnify City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials (collectively "Indemnitees"), with respect to any and all claims, demands, liabilities, losses, costs or expenses, including reimbursement of reasonable attorney fees and costs of defense (collectively "Claims"), including but not limited to Claims relating to death or injury to any person and injury to any property which to the extent arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employee, sub-consultants, or agents in the performance or its professional services under this Agreement. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault as set forth in California Civil Code 2782.8.

b. Other Indemnities. The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

11. INSURANCE REQUIREMENTS

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

1) Minimum Scope of Insurance. Coverage shall be at least as broad as: Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily

injury, and personal & advertising with limits no less than One Million (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Concessionaire has no owned autos, covering hired, (Code8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to it's employees. Pursuant to Labor Code Section 1861, Vendor must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

By executing this Agreement, Consultant is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) Professional Liability (Errors and Omissions): One million (\$1,000,000) per occurrence and in aggregate. Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

a. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

b. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant's products and completed operations of the Consultant; premises owned, occupied or used by the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant 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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers,

officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

3) The Consultant may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

5) The Consultant'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.

6) If the Consultant's maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Vendor, and all subcontractors must agree in writing to be bound by the provisions of this section.

c. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

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

e. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEPENDENT CONTRACTOR

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant

shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

14. RELEASE OF INFORMATION

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager

41000 Main Street
Temecula, CA 92590

To Consultant: Nichols-Melburg & Rossetto, AIA & Associates,
Inc.
Attn: Kyle Matti
300 Knollcrest Dr.
Redding, California 96002

**16. ASSIGNMENT; CONSULTANT WORK WITH ITS EMPLOYEES;
SUBCONTRACTS**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Consultant shall perform all work under this agreement with its own employees unless City Manager approves in writing a subcontractor prior to the start of subcontractor's work. Consultant shall not retain independent contractors to perform work for it under this agreement. Upon termination of this Agreement, Consultant sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

17. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

19. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

NICHOLS-MELBURG & ROSSETTO, AIA & ASSOCIATES, INC. *(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)*

By: _____
Jessica Alexander, Mayor

Signed by:
By: Wesley King
E652EEA1791A493...
Wesley King, Chief Financial Officer

ATTEST:

By: _____
Randi Johl, City Clerk

DocuSigned by:
By: Kyle Matti
EA0F267F862640E...
Kyle Matti, Secretary

APPROVED AS TO FORM:

Signed by:
By: Peter M. Thorson
C343357EB2E34B5...
Peter M. Thorson, City Attorney

Consultant

NICHOLS-MELBURG & ROSSETTO, AIA & ASSOCIATES, INC.
Kyle Matti
300 Knollcrest Drive
Redding, CA 96002
530-222-3300
matti@nmrdesign.com

Risk Mgmt. _____

EXHIBIT A

TASKS TO BE PERFORMED

All tasks to be performed are per the proposal provided by the Contractor attached hereto and incorporated herein as though set forth in full.

PROJECT UNDERSTANDING

Thank you for meeting with me to discuss several maintenance issues that are now present at the Temecula Civic Center. We would like to work collaboratively with you and the Facilities staff to develop the best solutions for these issues as there may be some trouble shooting involved with coming up with the solutions. We hope to tailor our services and project approach to match the expectations conveyed.

It is exciting to see a public works and facilities maintenance staff that are doing a great job maintaining the Civic Center and are eager to be proactive and creative about finding solutions to the current issues. This project must truly be a team effort and we are excited to be a part of the team. The issues identified as tasks on this project may performed in different orders and on different schedules depending on funding and the complexity of the solution. We are onboard for developing these strategies and schedules with you depending on the outcome of our analysis and proposed solutions.

Task A – Security Remodel at Lobby Desk

Improving staff safety at the Reception Counter and Community Development Counter will be an exciting task that will combine the safety / security for staff with the aesthetics of the Lobby space. Gaining an “escape route” for the main Lobby receptionist will be a critical component in the design in addition to adding glazing above the counters.

Task B– Prep for Painting Exterior

We are very familiar with the requirements for refinishing the Exterior Plaster Systems. This starts with analysis for crack repair in the plaster system. We will develop a specification for

Task C – Pre-cast Concrete Attachment

We have started doing some research on the existing conditions and potential repairs for the pre-cast concrete panels that have detached from the exterior finish of the building. We reviewed the Construction Documents for the original building and the shop drawings for the pre-cast concrete panels, we were able to find them in our archives. There are two types of panels shown on the shop drawings, one that should be attached with surface screws and another that is attached with concealed fasteners. It was apparent



Task D – Roof Leaks in two locations

These two leaks are troublesome. John and Ryan from facilities maintenance have done a great job attempting to trace the origin of these leaks and solve the issues. We will jump in and provide a new perspective on possible reasons for the leaks and solutions to fix them. Based on our meeting onsite there are a few options for how water may be getting in that we would like to review in greater detail.

Task E – Parking Structure Condition Assessment

Our team proposes to perform the Parking structure analysis and design in two phases. Phase 1: Condition Assessment Report that outlines items in need of repair. Conceptual solutions issue discovered will be provided in the Assessment Report. Based on the findings of the Condition Assessment Report, we will move into the second portion of the Parking structure task. Phase 2: Construction Documents, including Engineering Design, Drawings, Calculations and Specifications suitable for building department review and bidding purposes. Items identified in Phase 1 will addressed.



OUR PROJECT DESIGN APPROACH

Our approach to design grows organically from our Client Service Model; we view design through the lens of a collaborative and interactive partnership with each of our clients. We do not design for you, we design with you.

The opportunities and challenges you bring to NMR in making design decisions are diverse and complex, and demand active and collaborative design collaboration and its decision management with you. We focus all of our skills, powerful tools, and deep experience on creating solutions that best align with your vision, goals, program, and resources.

Here are some of the ways we leverage our experience, skills, and tools to the benefit of your design:

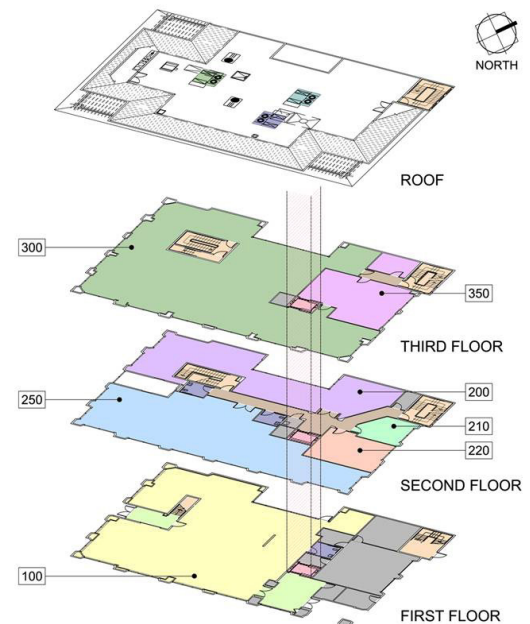
- Active listening to ensure a keen understanding of our clients' needs is a core skillset with our team.
- A thorough investigation and evaluation of potential solutions with input from across your enterprise, to distill a basis of design that is responsive, complete, and aligned with your resources;
- A clear and concise presentation and documentation of the preferred design direction to support its communication to your board, clinical leadership, stakeholders, and community;
- Preparing Construction Documents and a Project Manual which provide the reviewing authority, contractor, and subcontractors with the highest level of accuracy, compliance, and constructability, and which have been peer-reviewed internally at NMR and externally when required;
- Extensive, frequent, and thoroughly documented coordination among the architect, client, contractor, regulatory authority, project consultants, and other project delivery team members;
- NMR provides careful consideration of the construction sequence and life safety measures.



PROJECT DESIGN APPROACH: QUALITY CONTROL PROGRAM

To maintain the highest level of consistent quality NMR will:

- IMPLEMENT OUR THOROUGH QA/QC PROGRAM**, which is based on experience accumulated through our nearly fifty years. As building codes, building technology, and computer modeling tools are rapidly evolving, we are constantly updating our production manual and providing continuing education to our architects and technical staff. We also conduct comprehensive reviews of our documents at each stage of the design process. Techniques ranging from traditional checklists to advanced 3-D modeling conflict detection enable NMR to produce quality results.
- UTILIZE OUR PRODUCTION MANUAL ON A PROJECT SPECIFIC LEVEL.** At NMR we have developed a comprehensive Production Manual that contains descriptions of document content and consultant coordination checklists for each discipline. These manuals are distributed to each of our staff to assure consistency in the content and quality of our documents. Our staff use this manual to ensure all of the features common to each drawing type are included. Our staff diligently utilizes the interdisciplinary coordination checklists. We gladly integrate any client-mandated QA or QC protocols, guidelines or checklists into our project approach.
- MAINTAIN A PRODUCT FILE & TECHNICAL CHECKLIST:** Upon design commencement, the project file and technical project checklist provides a record of all considerations and decisions regarding materials and methods to be used in construction. The technical project checklist serves as a comprehensive guide for preparation of the Construction Documents. The product file supplies a reference of all materials considered or selected for incorporation in the project. It also presents supporting information for the review of materials during the construction phase.
- FOLLOW A CONSISTENT DRAWING & SPECIFICATION FORMAT:** The firm maintains written standards for the production of Contract Documents, with the goal of preserving consistency of content and quality throughout each set of work. We have developed and refined standard details for conditions common to most projects. We utilize these details to streamline the design of routine project elements with proven solutions, which allows us to focus on coordination and the design of unique project elements and conditions.
- CONDUCT QUALITY CONTROL / IN-HOUSE DRAWING REVIEW:** NMR organizes and initiates web-based meetings with our engineering and design consultants and construction trade partners at regular intervals appropriate for the type and complexity of each project. We find that simultaneously viewing building models produced by each project design participant enables us to identify problems and arrive at optimized solutions more quickly. A BIM agreement is essential to this process. The agreement is signed by all design parties and clearly delineates responsibilities for modeling of each building systems and the level of development required for each system at each project phase. We have also found that including design/build trade partners and/or major subcontractors in this process allows them to seamlessly integrate the building models into their shop drawings, and in some cases use it directly for component fabrication. Submittal review time decreases, and fabrication errors decline, and speed of construction increases.



PROJECT DESIGN APPROACH: SCHEDULE CONTROL / BUDGET CONTROL

SCHEDULE CONTROL: We have has provided architectural services for many successful county projects that included tight timelines for design and construction. To facilitate fast-track schedules, we work closely with our experienced consultant team. Our team has been carefully selected for both their expertise and their ability to expedite work to match our production pace. As a team familiar with working together, we understand the expectation to meet all established project milestones. There is no learning curve for our well-seasoned team.

We use a critical path method-based project management system for scheduling and controlling projects as they progress. The initial project schedule is developed using Microsoft Project at the time of project inception. The schedule establishes milestones and task durations which are mentioned and tracked against a baseline over the duration of the project. We work closely with our clients to ensure that we have created a schedule responsive to their needs with achievable milestones. Our project schedules can also include activities outside the design process that are specific to our client's interests; these will be monitored and updated as well. A detailed current schedule is always available and can be accessed at any time, by any project team member through NMR Alliance, our web-based project management system.



BUDGET CONTROL: Our guiding principle is to balance functional and aesthetic elements with innovative technical solutions. Our designs are dictated solely by the requirements and goals of our clients, taking into account the site, functional and environmental concerns. Our balanced approach generates cost effective designs. We weigh initial costs versus life-cycle costs as directed by our Clients, and are capable of creating appealing designs fully recognizing budget parameters. The ability to be flexible, coupled with a deep respect for the interests of every client and the realities of budgets and schedules, allows us to deliver a body of work that is a source of pride for our clients and our team.

PROJECT MANAGEMENT APPROACH

NMR'S ALLIANCE2BUILD PROJECT MANAGEMENT SYSTEM

Nichols, Melburg & Rossetto has developed Alliance2Build, a proprietary, web-based project management and collaboration solution. This allows our clients to have access to real-time information on all aspects of their project through an interface available through any computer Internet browser 24/7. Clients can review the project executive summaries, meeting minutes, project schedules and agency review status during the design phase. During construction, clients have real time access to RFI's, Change Orders, submittals, testing and inspection reports and requests for payment. The Alliance2Build System also automatically notifies all project stake holders when important information has been uploaded or major milestones have been achieved.

Project team members, including client, contractor, architects, consultants, inspectors and the owner's project managers, share a centralized database of project information and documents through the use of the Alliance2Build system.

Advantages to the Project Team include:

- Improved quality and speed of project communications and delivery
- Encouragement and promotion of the best design and construction practices and project team communication.
- Rapid access and retrieval of project information
- Improved quality of project documentation and centralized filing

Project management and Schedule control are simplified and enhanced by:

- Milestone events and easy access to the project schedule for the entire team
- Report generation and status updates
- System generated reminders via email for specific actions
- Consistent project delivery

BENEFITS OF USING ALLIANCE2BUILD TO THE PROJECT TEAM:

CLIENT:

- Multiple Project Milestones / Schedules organized and easily accessible
- Project Status Reports
- Project Team Directory
- Meeting Minutes
- Facility Documents
- Agency Review Status Module

CONSULTANT:

- Simplified RFI Review
- CA Log and Document Access
- Submittal Review
- Project Budget

CONTRACTOR:

- Faster RFI Response Time
- Access to CA Logs & Status
- Faster Payment Request Processing
- Access to Meeting Reports

INSPECTOR:

- Uploading and Distributing of Inspector Reports and attachments

NMR:

- Control and organization of project documents
- Reports and Status Updates
- Automatic Reminders on each action
- Consistent Project Delivery



EXHIBIT B

PAYMENT RATES AND SCHEDULE

Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed \$111,100.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.



June 25, 2026

Emalee Manning
Assistant Engineer II
City of Temecula
41000 Main St.
Temecula, CA 92590

RE: A&E Services
City of Temecula Maintenance Projects

Dear Emalee:

Thank you for meeting with me to discuss several maintenance issues that are now present at the Temecula Civic Center. We would like to work collaboratively with you and the Facilities staff to develop the best solutions for these issues as there may be some trouble shooting involved with coming up with the solutions. We hope to tailor our services and project approach to match the expectations conveyed. As with all of our projects, we seek to negotiate a fee which is fair and reasonable, and that provides us and our consultants with the resources necessary to produce the desired results for the City.

The scope of our services will include the following tasks.

Task No. 1 – Security Remodel at Lobby Desk

- Add glazing above Counter. Possible redesign of desk if necessary.
- Add doors into reception area and from reception area into conference room in Development Services.

Task No. 2 – Prep for Painting Exterior

- Provide recommendations for crack repair in Exterior Plaster System
- Exterior elevations indicating repair locations and painting scope
- Specifications

Task No. 3 – Pre-cast Concrete Attachment

- Review current attachment methods.
 - Shop Drawings from original Construction
 - Original Construction Documents
 - Actual site conditions (destructive by others testing if required)
- Review project with Precast Concrete Manufacturer for recommended attachment method
- Provide recommendations for re-attachment of various portions of the precast concrete systems.
- Construction Documents: Plans, elevations, details, specifications for final solution.

Task No. 4 – Roof Leaks in two locations

- Review troublesome leaks and solutions with Facilities staff.
 - Upper tower leak into 3rd floor conference room.
 - 2nd floor balcony leak into Public works open office.

REDDING

300 Knollcrest Drive
Redding, CA 96002
(530) 222-3300

CHICO

555 Main Street, Suite 300
Chico, CA 95928
(530) 891-1710

nmrdesign.com

MONTEREY

769 Pacific Street
Monterey, CA 93940
(860) 459-4629

SANTA ROSA

2455 Bennett Valley Rd, Ste B303
Santa Rosa, CA 95404
(707) 536-2121


Task No. 5 – Parking Structure Condition Assessment

- Phase 1: Condition Assessment Report that outlines items in need of repair. Conceptual solutions issue discovered will be provided in the Assessment Report.
- Phase 2: Construction Documents, including Engineering Design, Drawings, Calculations and Specifications suitable for building department review and bidding purposes. Items identified in Phase 1 will be addressed.
- The items specifically note that must be reviewed are:
 - Spalling at the top of one of the basement walls.
 - Cracks in the slab that drip a dark oily substance when there is a heavy rain.
 - Horizontal Cracks in the columns on the roof level supporting the PV array.
 - Other cracks throughout the parking structure.

We propose to provide services for the tasks listed above for the fixed fee amounts listed below.

Tasks	Design	Bidding	Construction Observation	Total
1 Security Remodel at Lobby Desk	\$8,500	\$800	\$1,500	\$10,800
2 Exterior Paint / Plaster prep	\$16,000	\$1,500	\$5,000	\$22,500
3 Precast Concrete Attachment	\$34,500	\$1,500	\$8,000	\$44,000
4 Roof Leaks (2 locations)	\$3,500	\$800	\$1,500	\$5,800
5 Parking Structure Condition Assessment (Phase 1)	\$28,000	*	*	\$28,000
Total Design Fees	\$90,500	\$4,600	\$16,000	\$111,100

Additional services may be necessary for specific components of this project, depending on what is discovered while investigating these issues. A few of these additional services that we may be able to assist with are listed below.

- A. Destructive Testing/inspection, not by NMR.
- B. Phase 2 of the Parking Structure Assessment

Thank you again for selecting our firm to assist with this project.

Sincerely,

Kyle Matti
Principal Architect



REGION 2 HOURLY RATE & REIMBURSABLE RATE SCHEDULE
(EFFECTIVE JANUARY 1, 2025 – DECEMBER 31, 2025)

ARCHITECTURAL SERVICES

HOURLY RATES

Principal Architect	\$310/hour
Associate Principal Architect	\$275/hour
Senior Associate Architect	\$235/hour
Associate Architect	\$220/hour
Senior Project Architect	\$210/hour
Architect, CASp	\$200/hour
Project Architect / Manager	\$195/hour
Architect	\$190/hour
Project Technician III	\$170/hour
Project Technician II	\$160/hour
Project Technician I	\$140/hour
Medical Equipment Planner	\$150/hour
Architectural Intern	\$115/hour
Technical Assistant	\$100/hour
Administrative	\$90/hour

INTERIOR DESIGN SERVICES

Interior Design Director	\$220/hour
Senior Interior Designer	\$190/hour
Interior Designer	\$165/hour
Junior Interior Designer	\$140/hour
Interior Design Intern	\$115/hour

STRUCTURAL ENGINEERING SERVICES

Principal Structural Engineer	\$310/hour
Associate Principal Structural Engineer	\$275/hour
Senior Associate Structural Engineer	\$235/hour
Associate Structural Engineer	\$220/hour
Structural Engineer	\$210/hour
Senior Project Engineer	\$205/hour
Project Engineer	\$185/hour
Structural Technician	\$160/hour
Structural Intern	\$115/hour

Consultants	Direct Cost + 10%
Reimbursable Expenses	Direct Cost + 10%
<i>Prints, Copies, Shipping, Plotting, Renderings, Travel Expenses, Project Website, Agency Fees, etc.</i>	
Mileage	per IRS Standard Rate

Note: Hourly rates & expenses will be updated on an annual basis throughout the duration of the project and services will be billed at the hourly rates in place at the time service is provided.