

Agreement for Services

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

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

2. TERM OF AGREEMENT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this AGREEMENT terminated on 10th day of October, 2027, unless otherwise extended in writing by the mutual agreement of both parties.

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

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Fee Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this AGREEMENT exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) without City's prior written approval.

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

C. If the work is temporarily suspended at the request of the City, compensation shall be based upon the portion of work completed as of the date of the suspension, subject to Section 4.

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4. TERMINATION:

A. This AGREEMENT may be terminated by either party, provided that the other party is given not less than fourteen (14) calendar days' written notice (delivered by registered mail) of intent to terminate.

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

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

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

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

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

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF CITY:

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

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

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8. COMPLIANCE WITH ALL LAWS:

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

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

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this AGREEMENT. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City.

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

10. SUBCONTRACTING:

None of the services covered by this AGREEMENT shall be subcontracted without the prior written consent of the City. Consultant shall be fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

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

12. INTEREST IN AGREEMENT:

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

13. MATERIALS CONFIDENTIAL:

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

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

15. INDEMNITY AND LITIGATION COSTS:

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

16. CONSULTANT TO PROVIDE INSURANCE:

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

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

1. Commercial General Liability Insurance.

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

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

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

2. *Automobile Liability.* If vehicles are brought onto city facilities, Consultant shall maintain automobile liability with limits no less than one million dollars (\$1,000,000) minimum limit per accident for bodily injury and property damage.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. Consultant shall sign the Certificate of Compliance with labor Code 3700 (Exhibit B).

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

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

5. All Coverages.

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

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

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

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

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

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

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

D. No policy required by this AGREEMENT shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless written approval is obtained by Consultant from the City.

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

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

17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws,

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ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this AGREEMENT or the materials used or which in any way affect the conduct of the work.

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

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

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

City:

Kyzen Nicolas
Assistant Engineer
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Dustin Rath
Vice President
TRC Engineers, Inc.
10680 White Rock Road, Suite 100
Rancho Cordova, CA 95670
916-826-4429
drath@trccompanies.com

E. Governing Law and Venue. This AGREEMENT shall be interpreted and 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.

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

G. 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.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a “Dispute” and all collectively referred to as the “Disputes”), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five (5) qualified

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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.

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

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

K. 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.

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

M. California Prevailing Wage Requirement Pursuant to California Labor Code sections 1720 through 1861, the Consultant, its Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR), if applicable. This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite. The most current prevailing wage determination can be found at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

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Agreement for Services

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:

Joni Lundgren
Tori Lundgren
City Manager

CONSULTANT:

TRC ENGINEERS, INC.
(Type name of Consultant/form of organization)*

ATTEST:

Cassandra Candini-Tilton
Cassandra Candini-Tilton,
Director of Legislative Services



By:

Dustin R Rath
(Signature)
Dustin R Rath, Vice President
(Type name and title)

COUNTERSIGNED:

Adriana Taylor
Shay Narayan
Director of Finance
*Adriana Taylor, Revenue Manager
on behalf of Shay Narayan*

By:

Lincoln Leaman
(Signature)
Lincoln Leaman, Vice President
(Type name and title)

COUNTERSIGNED:

Stephanie Van Steyn
Stephanie Van Steyn,
Director of Human Resources

Address: 183 D'Arcy Pkwy
Lathrop, CA 95330
Telephone: 916-826-4429

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By: Daniella Green
Daniella Green, Assistant City Attorney

Agreement for Services

EXHIBIT A

Consultant Proposal/Scope of Work

B. PROPOSED STAFFING AND PROJECT ORGANIZATION

METHOD USED TO MANAGE YOUR PROJECT AS WELL AS IDENTIFY KEY PERSONNEL ASSIGNED

ABILITY TO RESPOND RAPIDLY

Our reputation for superior on-call and emergency response services is built on a legacy of excellence, quality, and client satisfaction. We are capable of managing staffing needs when the City calls us. TRC offers efficient construction management and inspection services tailored to meet the City's project goals.

Our method focuses on quality control, document control, timely completion, and proactive issue resolution, reducing change orders and expediting schedules.

TASK ORDER PROCEDURES

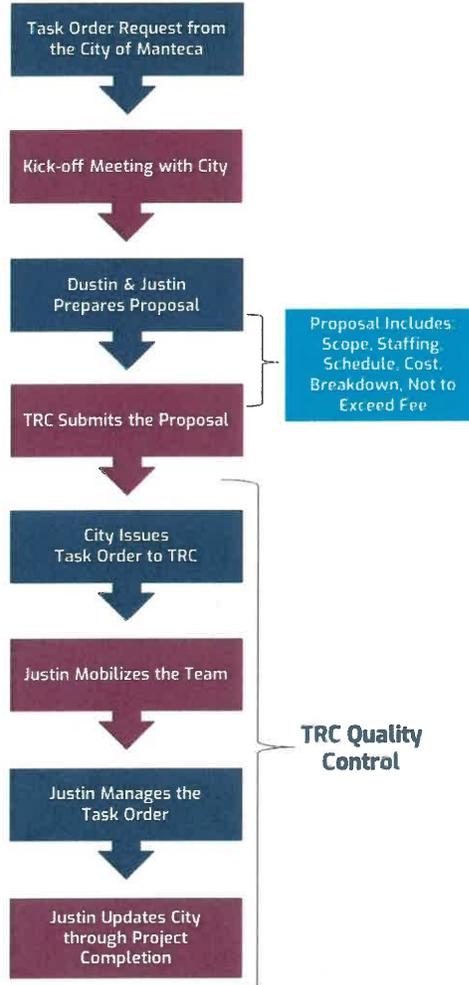
For on-call projects, we anticipate unexpected needs. Our staff is experienced in how to provide timely and responsive service. Whether it be a request for personnel on short notice, unanticipated night work, substitute staffing, emergency work, or provisioning for services of a non-routine nature, TRC fills requests quickly and efficiently.

For assignments, our Project Manager/Supervising Construction Inspector, Justin Wehling will serve as your single point of contact when you have a task order. In the past, the City has reacted favorably to his expedient response time.

Once the City issues a task order request, we implement our Task Order Procedure. This process is depicted in the illustration (*TRC's Task Order Flow Chart*). Justin will review the scope of work for complete understanding and then coordinate with Dustin

Rath to identify the right staff and budget for the work. This is best accomplished by conducting a kick-off meeting with the City, a field review, and reviewing pertinent documents to develop a clear understanding of the project. We then prepare and submit a proposal for the project, including scope, staffing, detailed schedule, and cost breakdown for the City's review and approval. Once the task order is issued, Justin mobilizes the team, manages the task order, and provides updates to the City.

TRC's Task Order Flow Chart



Our key staff possess 70+ combined years in construction management.

WE ARE EXPERTS IN DELIVERING CM SERVICES.

PROJECT MANAGEMENT

Having held a current on-call construction management and inspection services contract with the City, we apply lessons learned to increase efficiency and make sure you are satisfied with the level of support you receive from our project management efforts. We continually learn and refine to best suit your needs. An example of a TRC monthly report is included in the [Appendix](#).

Further, TRC developed a successful workplan for public works projects that is broken down into three primary stages: pre-construction, construction, post-construction. A sample of our Task Order Procedure Workplan is included in the [Appendix](#). It details what may be provided; recognizing that each Task Order is unique and is tailored to the City's requirements.

STAFFING CAPABILITY

Our construction managers, inspectors, and administrators has excellent qualifications for field inspection, office engineering, and related tasks. The City has the benefit to draw from a highly flexible and responsive team whose proven on-call experience and depth of resources can meet virtually any need that may arise during the contract term.

To effectively manage contracts, our management team meets weekly to discuss the needs of our projects. During these meetings, we determine which staff will soon be available and which clients may need additional support. We match an individual's skills and experience with our client's needs.

TURN-AROUND TIME

TRC believes a responsive construction management team is a critical component in avoiding potential future claims. We set a timeframe for review and



approving submittals, RFIs, and change orders. While response times can vary depending on the parties involved, in no case will TRC exceed the contract required response time without providing written communication in advance. In most cases, we provide next day service on new task orders as well.

REGISTERED PROFESSIONAL ENGINEER

Ben Orejel is a Registered Professional Engineer (Civil) in the state of California. He is proposed as the Registered Professional Engineer and Office Engineer. Ben bring nearly 30 years of expertise plus years of firsthand experience with the City.

BRIEF RESUMES FOR PROJECT MANAGER AND KEY PERSONNEL

PROGRAM UNDERSTANDING

The City's Capital Improvement Program prioritizes projects that pose the most risk to the community, the highest risk of which is infrastructure in poor condition. TRC understands risk from many perspectives, including protecting owners and the community from risk that can be avoided or mitigated during construction. Our approach includes procedures that help the City's projects stay on track.

LEADERSHIP YOU TRUST

TRC's key staff are fluent in all aspects of construction management services, from partnering with the client, the contractor, and stakeholders, to identifying and implementing opportunities to accelerate project delivery and complete the project closeout process quickly and efficiently. The Project Manager and key personnel are introduced below and their resumes follow. Support staff are shown on our organization chart and their resumes are provided in the [Appendix](#).

Additionally, we have prepared a personnel matrix that highlights our staff expertise in the type of work anticipated under this contract and have included that page at the end of this section.



DUSTIN RATH
PE, GE, QSD/P, CCM

Principal-in-Charge/Contract Manager

Many of Dustin's projects have included innovative uses of construction materials and techniques. He was Principal for the on-call construction management contracts with the

Cities of Manteca and Modesto and managed the on call contracts for the Counties of El Dorado, Nevada, and Sonoma, the CA Department of Water Resources, and others. The construction value totals more than \$800M. His knowledge recognizing a project's critical elements keeps projects on budget and on schedule.



JUSTIN WEHLING

Project Manager/Supervising Construction Inspector

Justin, who served as TRC's Project Manager/Project Administrator for the City of Manteca's Airport Way and Library Parking Lot Renovation, brings 23 years of experience to the team. He has experience managing and inspecting multiple, simultaneous

projects involving all aspects of city infrastructure, including PCC and HMA roadways, roundabouts, street lighting, curbs and gutters, sidewalks, underground utilities, treatment plants, pump stations, ADA accessibility and compliance, traffic control, and other items on capital improvement and developer, and Caltrans projects.



BENJAMIN OREJEL PE

Registered Professional Engineer/Office Engineer

Ben brings more than 29 years of experience in the public infrastructure construction industry to the team with extensive experience in extensive experience with roadway, bridge, and underground utility projects.

In addition to understanding Caltrans Local Agency procedures, he is also experienced with the City's construction standards, policies and procedures.



JOE EDWARDS

Materials Testing/Special Inspection

Joe is a Materials Department Manager and a project manager at Terracon's Lodi office. He supervises the administrative systems of the laboratory to ensure that reports, proposals, and information are properly prepared and reported. Joe has managed

over 20 projects within the City of Manteca. He will coordinate the materials testing staff.

We aim to provide safe, cost-effective, and timely delivery. We strive to understand our clients' goals and embrace them as our own. You see our staff exemplify TRC core values: *promote* a safe working environmental, *strive* for excellence in the results we produce, be *accountable*, and *act* in you best interest. Together we succeed.

WE STRIVE TO UNDERSTAND OUR CLIENTS' GOALS AND EMBRACE THEM AS OWN.

ORGANIZATION CHART

LEGEND

TRC Engineers, Inc.
Terracon

 Key Members

Statement of Availability

Key personnel identified here will be available for the duration of the contract. TRC acknowledges that no person designated as "key" shall be removed or replaced without the prior written notice to the City.



**PRINCIPAL-IN-CHARGE/
CONTRACT MANAGER**

Dustin Rath, PE, GE, QSD/P, CCM 



**PROJECT MANAGER/SUPERVISING
CONSTRUCTION INSPECTOR**

Justin Wehling 

INSPECTORS

Additional Support Personnel

- Aaron Kovar
- Clint Pittman
- David Skinner, QSD/P, SWPP, CEESC, CPMSM
- Matthew Tsugawa, RLA, QSD/P
- Brandyn McCary
- Jesse Sandhu, PE
- Michelle Leonard, PE, QSP, SWPP
- John Mountain, SWPP
- H. Craig Bell, PE

**REGISTERED
PROFESSIONAL ENGINEER/
OFFICE ENGINEER**



Ben Orejel, PE 

**MATERIALS TESTING/
SPECIAL INSPECTION**



Joe Edwards 

- Lab Manager
Paula Arends, GIT
- Materials Testing Spt.
Troy Schiess, PE
Cheryl Juels
George Ogas

KEY PERSONNEL AVAILABILITY

Name / Proposed Role	Firm / Years	Current Office Location	Current Assignment & % Commitment	% Availability 2024 - 2027
Dustin Rath, PE, GE, QSD/P, CCM <i>Principal-in-Charge / Contract Manager</i>	TRC 10	Rancho Cordova/ Lathrop	<ul style="list-style-type: none"> · Caltrans D-6 On-Call CM 5% · Caltrans D-9 On-Call CM 5% · Caltrans D-10 On-Call CM 5% · California DWR Levee Repair Program HQ 5% · Sacramento County, Sacramento International Airport, Terminal A Restroom Renovation 50% · City of Modesto, On-Call La Loma Phase 2C Strengthen & Replace Water Mains 2023-07 25% 	35%
Justin Wehling <i>Project Manager/Supervising Construction Inspector</i>	TRC 16	Lathrop	<ul style="list-style-type: none"> · City of Manteca, CMIS for the Louise Avenue (Main Street to Hwy 99) Pavement Improvement 25% · City of Modesto, On-Call Cesar E. Chavez Park Renovation (<i>project starts 10/24</i>) 0% 	50%
Ben Orejel, PE <i>Registered Professional Engineer / Office Engineer</i>	TRC 27	Lathrop	<ul style="list-style-type: none"> · City of Modesto, On-Call La Loma Phase 2C 25% Strengthen & Replace Water Mains 2023-07 	75%
Joe Edwards <i>Materials Testing/ Special Inspection</i>	TER 13	Lodi	<ul style="list-style-type: none"> · Caltrans D-10 On-Call CM 5% · Caltrans D-9 On-Call CM 5% 	25%

SUBCONSULTANT

TASK 3 – MATERIALS TESTING

Supplementing our team with technical experts in materials testing and specialty inspection is Terracon. Since its founding in 1965, Terracon has become a thriving, employee-owned, multidiscipline engineering consulting firm. Terracon specializes in materials testing and inspection, environmental compliance, geotechnical engineering, facility consulting. Their more than 6,000 curious minds include engineers, scientists, architects, facilities experts, and field professionals focused on solving engineering and technical challenges from more than 180 locations nationwide. On-time and real-time data-driven insights, provided by their talented employee-owners, create an unmatched client experience that spans the lifecycle of any project. Terracon's laboratory facilities and testing personnel are certified. Copies are available upon request.



Having executed more than 250 on-call contracts, we understand we are a product of the effort we put into our work.

TRC IS PREPARED TO PROVIDE THE CITY WITH THE SUPPORT YOU NEED FOR YOUR TRANSPORTATION, WATER, AND WASEWATER PROJECTS.



Agreement for Services

EXHIBIT B

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

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

CONSULTANTS

By: 

[Title]
Dustin R Rath, Vice President

Agreement for Services

EXHIBIT C

Fee Schedule

EE No	Full Name	PURSUIT Role/ Classification	PW Group	Exempt/Non Exempt	FLSA Status	TRC EE Class Code	P/W	BILL RATE DYST	BILL RATE DYOT	BILL RATE DYDT
408024	Rath, Dustin	Principal-In-Charge		Exempt* - Billable over 40	Exempt	Full-time	NO	255.68	255.68	255.68
408074	Wehling, Justin	Project Manager		Exempt* - Billable over 40	Exempt	Full-time	NO	198.13	198.13	198.13
408011	Orejeh-Diaz, Benjamin	Authorized to Stamp/Inspector		CAPW	Non Exempt	Full-time	NO	204.45	244.54	284.63
420370	Pitman, Clinton	Inspector	2	Exempt* - Billable over 40	Exempt	Full-time	YES	203.45	233.09	262.72
412088	Sandhu, Jaswinder	Inspector - Electrical	2	CAPW	Non Exempt	Full-time	YES	275.77	329.85	383.92
407966	Kovar, Aaron	Inspector	2	CAPW	Non Exempt	Full-time	YES	191.52	217.12	246.76

Standard

FT23 FAR Std OH - Field	131.81%
Temp OH (No Fringes)	80.45%
Fee	10.0%

Labor Notes and Assumptions:

- If only straight-time rates are shown, overtime will be billed at a pro-rata adjusted rate.
- 5% Annual escalation, effective every January 1st beginning 7/1/25.
- Rates are based on DIR Prevailing Wage Determination NC-63-3-9-2023-1.
- - Pre-determined Increase(s): \$3.00/hr effective 7/1/24. (This has been added to DIR PW DYST rate) TRC will adjust pay rates accordingly. There will be no further increases applicable to these determinations.
- * Denotes employee/classifications that are subject to prevailing wage.

ODCs:

- Company Vehicles | \$623.40/mo pro-rated to \$4.90/hr or \$39.21 per day.
- Personal Vehicles | per mile @ IRS Rate
- Per Diem - if applicable | per Caltrans travel guidelines
- Travel & Subsistence - if applicable | per DIR (NoCA PW Determinations only)
- Document Control Software (ProCore) - if used | \$350/mo