

AGREEMENT FOR SERVICES

THIS AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, _____, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

TERRACON CONSULTANTS, INCORPORATED

Consultant

902 INDUSTRIAL WAY

LODI

CA

95240

MAILING ADDRESS

CITY

STATE

ZIP

a Delaware corporation.

N/A

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

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for On-Call Materials Testing Services.

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

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

AGREEMENT

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in **Exhibit "A."** This AGREEMENT and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full herein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall govern. If any portion of the Agreement Documents is in conflict with any other portion or provisions contained in the AGREEMENT, the AGREEMENT shall govern over the conflicting provisions contained in the exhibits to the AGREEMENT. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's AGREEMENT and attachments, the City's AGREEMENT and attachments shall take precedence over Consultant's proposal and attachments.

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 _____ day of _____, 2029 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 and Deliverables 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 ONE HUNDRED THOUSAND DOLLARS (\$100,000) annually or exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) over the duration of the AGREEMENT without City's prior written approval.

B. Said amount shall be paid within 30 days after satisfactory PROJECT progress and approval of the monthly billings by the CITY. 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 suspended at the direction of the City, compensation shall be based upon the portion of work completed as of the date of the suspension, subject to Section 4C.

4. TERMINATION:

A. This AGREEMENT may be terminated by either party, provided that the other party is given not less than ten (10) calendar days' written notice of intent to terminate.

B. The City may suspend this AGREEMENT, at no additional cost to City, provided that the Consultant is given written notice of suspension. If City gives such notice of suspension, Consultant shall immediately cease all billable activities under the Agreement, preserve and maintain all project records pending turnover, and contact the City within five calendar days to coordinate the orderly transfer of all project files 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.

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, which will not be unreasonably withheld. 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.

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 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 of the following coverage and limits of insurance is a material element of this AGREEMENT. The failure of Consultant 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. Commercial General Liability Insurance with \$2,000,000 minimum limit for each occurrence and \$4,000,000 minimum limit for general aggregate.

b. 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.

c. 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".

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

a. Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.

b. Automobile Liability Additional Insured Endorsement naming the following as additional insured: "City of Manteca, its officers, officials, employees, agents, and volunteers".

3. Workers' 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.

4. 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.

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

a. 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 CG 20 10 and CG 20 37 if completed operations coverage is required.

b. 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.

c. 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.

d. 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.

6. 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.

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

8. 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.

9. 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.

10. 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.

11. 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.

12. Consultant shall sign the Certificate of Compliance with labor Code 3700 (Exhibit B).

13. 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, 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 eighteen (18) 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 electronically, personally, or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by mail addressed to the parties at the following addresses:

City:

Carrie Whitney
Management Analyst
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Joe Edwards
Project Manager
Terracon Consultants, Incorporated
902 Industrial Way
Lodi, CA, 95240
209-333-5707
Joe.Edwards@terracon.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 Judicial Arbitration and Mediation Services, Inc. J•A•M•S or its successor in interest. J•A•M•S shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by J•A•M•S, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorneys' 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

Agreement for Services

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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EXHIBIT A

Scope of Work

C. Technical Proposal Content

A. Qualifications, Related Experience, and References

Terracon Consultants, Inc. is a 100% employee-owned consulting engineering firm that has provided quality services to Northern California clients since 1987. Founded in 1965, Terracon has been in business nationally for 60 years and has evolved into a multi-discipline firm specializing in Materials Testing and Special Inspections, Geotechnical Engineering, Environmental, and Facilities Consulting services, operating from more than 180 offices nationwide. This depth of resources allows us to combine local expertise with national technical support, ensuring innovative solutions and consistent quality for every project.

From our three Northern California offices—Lodi, Sacramento, and Concord—Terracon has successfully completed over 5,000 projects, including more than 160 materials testing projects in the City of Manteca. We have also provided services for various agencies, including the City of Stockton, San Joaquin County, the City of Modesto, Stockton East Water District, the City of Lodi, the City of Ripon, the City of Tracy, the City of Turlock, and the City of Sacramento. Our Lodi office, located less than 23 miles from the City, offers quick responsiveness, with the ability to mobilize certified materials testers and special inspectors within two hours for emergency requests. Scheduling services is simple through our central dispatch system, and our team is available 24/7 to accommodate accelerated schedules and changing project needs.

Terracon's facilities include Caltrans-certified laboratories in Sacramento, Lodi, and Concord, equipped for test soil, aggregate, asphalt, and concrete. These labs provide redundancy and reliability for both local and federally funded projects. Our staff comprises over 30 certified field technicians, 10 laboratory specialists, and 5 project managers, all dedicated to projects in Northern California. Our staff size enables us to support the City's emergency needs and be on site within 2 hours of receiving notice. All testing is performed in compliance with ASTM, AASHTO, and ISO standards. Our laboratories maintain active Caltrans certifications for soil and aggregate testing, asphalt binder and mix testing, and concrete strength testing.

Our core areas of expertise include comprehensive materials and soils testing, pavement and structural evaluations, and quality assurance services for transportation and public works projects. We perform all specialty testing in-house, including asphalt binder performance grading, concrete mix design verification, and soil compaction and permeability testing. No subconsultants are anticipated for this contract; however, if specialized services are required, Terracon will engage only City-approved firms.

Terracon's experience includes long-term on-call agreements with agencies such as Contra Costa County, Caltrans District 6, the City of Benicia, and the San Joaquin County Department of Public Works. For example, we currently provide materials testing and special inspections for roadway and bridge projects with Contra Costa County, as well as asphalt and concrete testing for federally funded projects with Caltrans District 6. Additionally, we offer comprehensive field and laboratory services for water and sewer infrastructure improvements for the San Joaquin County Department of Public Works. These projects demonstrate our ability to meet strict timelines, maintain quality standards, and deliver accurate results for complex, multi-phase programs.

Financials

Terracon maintains a strong and stable financial position, supported by long-term operational consistency, diversified service lines, and sustained nationwide growth. As a 100% employee-owned firm, Terracon reinvests in its people, laboratories, equipment, and technology, ensuring financial resiliency and dependable project delivery.

Terracon confirms that there are no known conditions—including bankruptcy, litigation issues, office closures, or organizational changes—that would affect the firm's ability to successfully perform the work required for this contract. The company's stable financial health and long-standing industry presence ensure full capability to support the City of Manteca throughout the duration of the agreement.

Terracon Consultants, Inc. is a privately held, employee-owned corporation and therefore does not file U.S. Securities and Exchange Commission (SEC) documents such as Form 10-K or Form 10-Q. These forms are not applicable to our firm.

However, to support the City's review of our financial stability, Terracon has included equivalent financial standing documentation in the Appendices of this proposal, as requested.

Experience Performing Work of a Similar Nature

Terracon has extensive experience delivering on-call construction materials testing, special inspections, and geotechnical services for public agencies throughout Northern California. The services requested in this RFP directly mirror the types of work we currently perform for cities, counties, and special districts across the region—including recent engagements with the City of Manteca, City of Modesto, San Joaquin County, City of Lodi, City of Turlock, and the Mountain House Community Services District. These projects required the same scope of services outlined in the City of Manteca's RFP: soil and aggregate testing, asphalt sampling and verification, concrete testing and inspection, earthwork observation, and adherence to Caltrans testing procedures and turnaround requirements.

Terracon has completed hundreds of municipal and county capital improvement projects involving roadway rehabilitation, water and sewer line installation, stormwater infrastructure upgrades, utility trenching, public facility improvements, and pavement management programs. Many of these projects were performed under on-call task order contracts, requiring responsiveness, flexible staffing, rapid mobilization, and coordination with multiple contractors and inspectors—conditions identical to those in the City of Manteca's on-call program.

Key Personnel Experience in Similar Work

The key personnel proposed for this contract bring decades of direct experience supporting city, county, and state public works programs. Their combined field, laboratory, inspection, and project management backgrounds ensure the City receives highly qualified professionals familiar with the testing protocols, documentation standards, and quality expectations required for municipal infrastructure projects.

- **Joe Edwards - Senior Project Manager | Contract Manager**

Joe has over 34 years of experience managing construction materials testing programs for transportation, public works, and utility infrastructure projects. His portfolio includes large-scale roadway rehabilitation, sewer and waterline installations, pump stations, and HMA quality control across Modesto, Lodi, Stockton, and San Joaquin County. Joe has provided leadership on multiple on-call contracts, ensuring efficient testing workflows, Caltrans-compliant documentation, and timely coordination with agency staff and contractors.

- **Troy Schiess - Senior Principal | Authorized Project Reviewer**

Troy Schiess, PE, is an experienced engineering manager who oversees Terracon's Lodi office, leading a team of more than 20 field and laboratory technicians and construction inspectors in delivering high-quality materials testing, geotechnical investigations, and special inspection services. He manages complex proposals, cost estimates, client relationships, and technical review of reports while coordinating drilling, permitting, and field operations for public works, transportation, utility, facility, and renewable energy projects across Northern California.

- **Jason Lesan - Materials Department Manager**

Jason brings 30 years of experience, including more than two decades providing inspection and testing services on municipal projects throughout Northern California. His background spans reinforced concrete, structural masonry, steel, welding, bolting, asphalt paving, and earthwork. Jason's inspections have supported hundreds of projects for cities and counties, including roadway improvements, building upgrades, athletic facilities, sewer and water infrastructure, and federally funded work requiring strict adherence to agency specifications.

- **Paula Arends - Laboratory Manager**

Paula oversees Terracon's Lodi laboratory and ensures that all soil, aggregate, HMA, and concrete testing complies with ASTM, AASHTO, and Caltrans methods. She manages test accuracy, quality control, technician training, and workflow efficiency. Her work supports projects for Modesto, Lodi, Turlock, San Joaquin County, and Mountain House—each requiring reliable turnaround times and precise material verification.

- **Field and Special Inspection Staff**

Terracon’s team includes more than 40 Caltrans-certified technicians and ICC/ACI-certified inspectors who routinely perform field density testing, concrete sampling, asphalt testing, and structural inspections for roadway, bridge, pipeline, drainage, and public facility projects. Many of these staff members have directly supported City of Manteca and San Joaquin County projects, providing the same services requested under this RFP.

Experience with Federal-Aid Construction Management

Terracon and its proposed personnel have extensive experience supporting federal-aid transportation and infrastructure projects, including assignments funded through:

- Federal Highway Administration (FHWA)
- Caltrans Local Assistance Program
- FAA Airport Improvement Program (AIP)
- HUD-funded municipal improvements
- Federally funded roadway and utility rehabilitation projects in Modesto, Stockton, and San Joaquin County

Our work with federal-aid projects includes compliance with:

- FHWA and Caltrans Local Assistance testing procedures
- Table 6-1.2 Time Required for Materials Acceptance
- Buy America material documentation
- Certified payroll review by project teams
- Enhanced reporting and quality control requirements

Key personnel such as Joe Edwards and Jason Lesan have supported projects involving federal funding, including Caltrans District contracts, county airport improvements, roadway resurfacing programs, and sewer/waterline upgrades that required federal oversight. Their familiarity with federal-aid documentation, testing compliance, and coordination with agency representatives ensures Terracon can fully support Manteca’s federally funded capital projects.

Terracon’s depth of experience delivering testing and inspection services for cities, counties, and federally funded programs—combined with the proven capability of our proposed project team—ensures that the City of Manteca will receive reliable, compliant, and expert support for all materials testing and inspection needs under this on-call contract. Terracon is your trusted partner on projects receiving federal aid.

Experience Working with Government Agencies

Terracon has extensive experience providing construction materials testing, special inspection, and geotechnical engineering services for a wide variety of municipalities, counties, and public agencies across Northern California. Our long history of successful on-call and project-specific contracts demonstrates our ability to work within multiple jurisdictional frameworks, adapt to agency-specific requirements, and deliver reliable, defensible results that support public infrastructure programs.

Terracon has directly supported the City of Manteca on a past project, giving our team firsthand familiarity with the City’s expectations, communication practices, and quality standards. In addition to our work with Manteca, our teams have completed hundreds of assignments for numerous agencies with similar regulatory oversight, technical specifications, and approval processes.

Agencies We Routinely Support

- Cities: Manteca, Modesto, Stockton, Lodi, Tracy, Turlock, Ripon, Benicia, Fairfield, Oakley
- Counties: San Joaquin County Department of Public Works, Stanislaus County, Contra Costa County
- Special Districts & Utilities: Modesto Unified School District, Mountain House Community Services District, Stockton East Water District, San Joaquin Delta College, San Joaquin County Office of Education

This broad experience has equipped Terracon with a strong understanding of jurisdictional procedures, including permitting, field documentation, reporting requirements, contractor coordination, and quality control/assurance expectations common to public works programs.

Specialized Experience Relevant to the City of Manteca's RFP

Terracon's specialized experience aligns directly with the construction materials testing and special inspections scope included in this RFP. Our technical capabilities have been applied across major infrastructure improvements, ensuring compliance with Caltrans, ASTM, AASHTO, and agency-specific specifications.

Construction Materials Testing

- Soil classification, compaction testing, moisture-density relationships, and R-value testing
- Aggregate base sampling, gradation analysis, cleanness value, sand equivalent, and durability index
- Concrete sampling, slump, air content, temperature, curing, and compressive strength testing
- Hot Mix Asphalt (HMA) sampling, stability testing, asphalt content, maximum density, and in-place density verification
- All laboratory services are performed through Caltrans-certified laboratories in Lodi, Sacramento, and Concord

Special Inspections

- Reinforced concrete placement and structural masonry inspections
- Structural steel welding, bolting, and shop/field fabrication inspections
- Post-installed anchors, epoxy anchor installations, and torque verification
- Earthwork observations, trench backfill verification, and grading inspections

Representative Experience with Public Agencies

Our work across the region includes significant public infrastructure projects requiring close coordination with agency staff, strict adherence to timelines, and rigorous compliance with construction standards. Examples include:

- City of Manteca - On-call geotechnical engineering, construction materials testing, and inspection support for various capital improvement projects.
- City of Modesto - Sonoma Trunk Sewer Extension, 9th Street Corridor Improvements, Briggsmore Avenue Pavement Rehabilitation
- San Joaquin County Department of Public Works - Benjamin Holt Drive Water Main Replacement; multiple geotechnical and materials testing engagements
- City of Turlock - Pedras Road Rehabilitation; Countryside Road Reconstruction
- City of Lodi - Zupo Fields Park Improvements; Lockeford Street Improvements; multiple roadway and parks projects
- Mountain House CSD - On-call geotechnical engineering, field testing, laboratory analysis, and construction inspections

These projects mirror the types of capital improvements the City of Manteca delivers—roadway rehabilitation, utility upgrades, water and sewer infrastructure, and facility improvements—positioning Terracon with highly relevant and transferable experience.

Professional Competence and Agency Coordination

Terracon's successful work with public agencies demonstrates our capability to:

- Interpret and follow agency-specific construction standards, testing requirements, and reporting formats
- Coordinate seamlessly with city engineers, public works staff, construction managers, field inspectors, and contractors
- Provide rapid response and scheduling flexibility through our locally staffed Lodi office and Caltrans-certified laboratories
- Deliver accurate, timely, and defensible test results through Terracon's CMELMS management system

- Maintain clear communication, responsiveness, and adaptability across multiple concurrent task orders

With direct experience working for the City of Manteca, extensive regional public-agency partnerships, and specialized technical proficiency in all areas required by this RFP, Terracon offers a proven team capable of supporting the City with high-quality, responsive, and compliant materials testing and inspection services. Our depth of experience ensures we are fully prepared to meet the City's expectations and contribute to the successful delivery of its capital improvement program.

Project Experience

<p>City of Manteca Louise Avenue Mainstreet (8/2024 - 1/2025)</p>	<p>Terracon provided construction materials testing and special inspection services as needed throughout the project. Construction was underway for the Louise Avenue Pavement Improvement Project from Main Street to HWY 99. The project was fully funded through Measure K and included removing and replacing failing asphalt, updating striping, markings, and signage, installing bike lanes, and improving pedestrian access.</p>
<p>Justin Wehling Senior Project Manager TRC 183 D'Arcy Lathrop, CA 95330 (916) 826-4429 Jwehling@TRCcompanies.com Fees: \$21,859</p>	<p><u>Key Services:</u></p> <ul style="list-style-type: none"> • Field Testing of Subgrade and Aggregate Base • Hot Mix Asphalt (HMA) Sampling and Testing • Concrete Sampling and Compressive Strength Testing • Laboratory Analysis (Gradation, R-Value, Asphalt Content, Stability Testing) • Project Administration, Engineering Review, and Reporting
<p>City of Modesto Sonoma Sanitary Sewer Trunk Extension (4/2023 - Present)</p>	<p>Terracon is providing construction materials testing and special inspection services as needed throughout the Sonoma Sanitary Sewer Trunk Extension project. This sewer and water infrastructure project includes installing a lift station and the Sylvan Water Main. The work spans several key areas, including Sylvan Avenue, Jeffrey Drive, and Aria Way, north of Sylvan. The new gravity sewer lines are designed to support both existing neighborhoods and future developments</p>
<p>Pete Kambel Senior Civil Engineer City of Modesto 1010 10th Street, Suite 4600 Modesto, CA 95354 Engineering Services Department (209) 577-5444 Fees: \$87,940</p>	<p><u>Key Services:</u></p> <ul style="list-style-type: none"> • Concrete Observations & Testing • Earthwork Observations • Project Administration, Engineering Review, & Reporting • Field Density Testing • Geotechnical Engineering & Exploration Drilling • High-Strength Bolting Inspections • Laboratory Testing of Soils & Concrete • Post-Installed Anchors • Reinforcing Steel Inspections • Shop & Field Welding Inspections
<p>San Joaquin County Department of Public Works Benjamin Holt Drive Water Main Replacement (6/2024 - 11/2024)</p>	<p>Terracon provided comprehensive construction materials testing and special inspections for the Benjamin Holt Drive Water Main Replacement project. Our team performed concrete observation and testing, earthwork monitoring, and field density testing to ensure</p>

Francisco Salcedo
Senior Construction Project Manager
San Joaquin County Department of
Public Works
1810 E Hazelton Ave
Stockton, CA 95205
(209) 968-4874
fsalcedo@sjgov.org
Fees: \$34,252

Terracon Role: Prime

proper compaction and structural stability. Laboratory analysis of soils and concrete confirmed material quality and compliance with project specifications. In addition, Terracon conducted high-strength bolting inspections, reinforcing steel checks, and both shop and field welding inspections to verify structural integrity and safety. These services supported quality control and helped maintain compliance throughout the construction process.

Key Services:

- Reinforced Concrete Observations & Testing
- Earthwork Observations
- Laboratory Testing of Soils, Concrete, Hot Mix Asphalt, & Aggregates

City of Turlock
Pedras Road Rehab
(4/2024 - 2/2025)

Oscar Molina
Project Engineer
City of Turlock
156 S Broadway Ste 150
Turlock, CA 95380
(209) 668-5366
omolina@turlock.ca.us
Fees: \$48,578

Terracon Role: Prime

Terracon provided on-call materials testing and special inspection services for the City of Turlock's Pedras Road Rehabilitation project. The purpose of these services was to verify compliance with project specifications and ensure quality for roadway improvements through field and laboratory testing of soils, aggregates, asphalt, and concrete.

Key Services:

- Subgrade Compaction Testing
- Aggregate Base Sampling & Testing
- Hot Mix Asphalt (HMA) Field Sampling and Testing
- Concrete Sampling and Compressive Strength Testing
- Laboratory Testing (Sieve Analysis, R-Value, Cleanness Value, Asphalt Content, Hveem Stability, Sand Equivalent, Max Wet Density)
- Project Administration, Engineering Review, and Reporting

B. Proposed Staffing and Project Organization

Registered Professional Engineer (PE) Oversight

Terracon proposes Troy Schiess, PE, as the Professional Engineer of Record responsible for overseeing the materials testing services performed under this contract. Troy is a California-registered Professional Engineer with extensive experience supporting municipal, county, and regional public works projects throughout Northern California. His qualifications include direct oversight of construction materials testing programs, technical review of laboratory and field data, and ensuring compliance with Caltrans, ASTM, and AASHTO standards.

Although the City does not require that test reports be stamped by a PE, Troy will:

- Provide professional oversight of testing procedures, quality control practices, and reporting standards
- Ensure testing services conform to project specifications, City of Manteca requirements, and applicable technical standards
- Support project managers and field technicians by providing technical guidance, interpretation of results, and engineering judgment as needed
- Remain available throughout the duration of the contract for consultation, problem-solving, and technical review

Proposed Key Personnel

Terracon proposes a highly experienced team of professionals who will perform and oversee the materials testing, inspection, and administrative tasks required under this contract. Each team member brings extensive public-sector experience, strong technical capability, and a proven history of supporting on-call testing programs throughout Northern California. All personnel will be supported by Terracon's Caltrans-certified laboratory in Lodi, California, which will serve as the primary base of operations for this contract.

No subcontracted work is anticipated for this project. If specialized services become necessary, Terracon will only engage City-approved subconsultants.

Troy Schiess, PE - Senior Principal | Approved Project Reviewer | Professional Engineer of Record

Location: Lodi, CA

Years with Terracon: 14

Current Assignment: Operations Manager, Lodi; Engineering Oversight; Special Inspection & Field/Lab Program Oversight

Proposed Role: Engineering oversight of materials testing services; technical reviewer; project-level consultation

Level of Commitment: Oversight and quality assurance throughout the duration of the contract

Availability: 85%

Troy is a California-registered Professional Engineer who will provide engineering oversight for this contract. He supervises more than 20 field and laboratory staff, manages complex public infrastructure projects, and performs high-level technical review, permitting support, and coordination for drilling, investigations, and laboratory work. He has extensive experience supporting municipal agencies and Caltrans districts, ensuring proper application of specifications, procedures, and testing standards.

Joe Edwards - Senior Project Manager / Contract Manager

Location: Lodi, CA

Years with Terracon: 14

Current Assignment: Senior Project Manager overseeing construction materials testing operations

Proposed Role: Primary point of contact; task order management; scheduling; coordination with City staff; QA/QC of testing and reporting

Level of Commitment: Day-to-day management and oversight of all assigned tasks

Availability: 95%

Joe brings 34 years of experience in asphalt, aggregate, and concrete testing; field and laboratory quality control; and management of public-sector materials testing programs. He will lead daily operations, staffing assignments, coordination, and communication with the City. Joe's experience with on-call testing contracts for Modesto, Stockton, Lodi, Turlock, and San Joaquin County directly aligns with the scope of this RFP.

Jason Lesan - Materials Department Manager

Location: Lodi, CA

Years with Terracon: 2.5

Current Assignment: Oversight of materials testing and inspection service line; proposal development; client relations

Proposed Role: Senior oversight of inspection and testing services; field coordination; specialty inspection support

Level of Commitment: Assigned to all major field operations requiring senior inspection support

Availability: 80%

Jason has 30 years of industry experience, including more than two decades in construction inspection and materials testing for municipalities, school districts, counties, and utility agencies. He supports reinforced concrete, masonry, steel, welding, bolting, asphalt paving, and earthwork inspections. Jason will provide elevated field oversight and inspection support as needed.

Paula Arends - Laboratory Manager

Location: Lodi, CA

Years with Terracon: 7

Current Assignment: Laboratory operations, staff training, test performance, quality system compliance

Proposed Role: Laboratory workflow management; QA/QC of laboratory test results; technician coordination

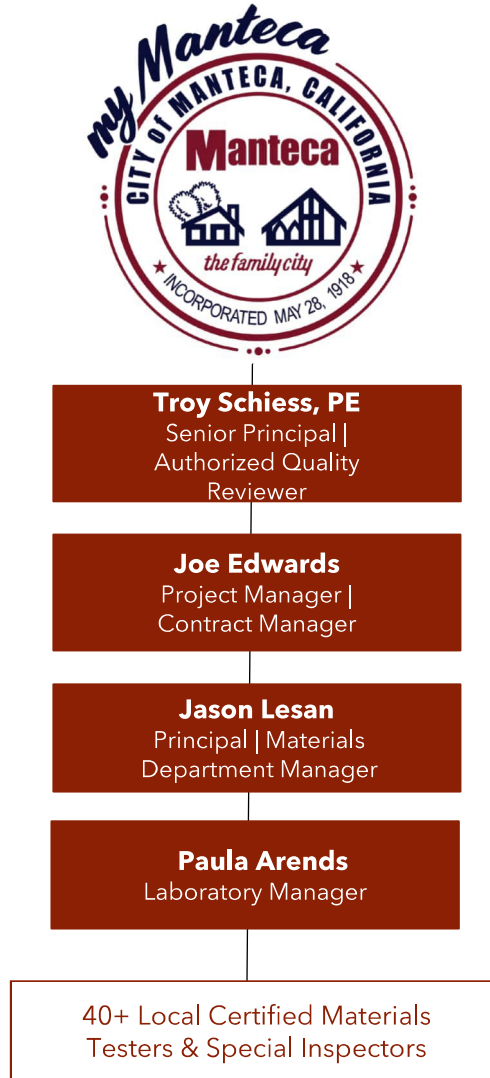
Level of Commitment: Full laboratory testing and reporting support throughout the contract

Availability: 75%

Paula manages all laboratory testing—soils, aggregates, HMA, concrete, masonry, and steel—ensuring compliance with ASTM, AASHTO, and Caltrans methods. She will oversee laboratory scheduling, maintain turnaround expectations, and ensure accuracy and completeness of all test data. The personnel proposed for this contract represent Terracon's most experienced and qualified staff in materials testing, inspection, engineering oversight, and laboratory management. Their combined decades of experience, availability, and deep familiarity with municipal public works programs—including direct experience supporting the City of Manteca—ensure the City will receive highly reliable, responsive, and technically sound services for the full duration of the contract.

Full resumes can be found in the appendices.

Organization Chart



Terracon affirms that all key personnel proposed for this contract– including the Project Manager, Professional Engineer, Laboratory Manager, Materials Department Manager, and assigned field and special inspection staff–will be available to the extent proposed for the full duration of the contract. Terracon further acknowledges that no individual designated as “key personnel” will be removed or replaced without the prior written concurrence of the City of Manteca. Terracon is committed to maintaining staffing continuity to ensure consistency, quality, and reliability across all services performed under this agreement.

C. Work Plan



1) Consultation Phase

Terracon begins by understanding the City of Manteca’s goals and reviewing available project data, including RFQ requirements and Caltrans standards. We confirm communication protocols early to ensure clarity and responsiveness throughout the on-call agreement. Our team evaluates anticipated project types, such as public buildings, bridges, pipelines, and roadway improvements, and identifies potential inspection and testing needs. This upfront planning allows us to align our resources with the City’s objectives, schedule, and budget.

2) Investigative Phase

Upon task order authorization, Terracon mobilizes Caltrans-certified inspectors and technicians to perform comprehensive field and laboratory investigations. Activities may include:

Special Inspections

- Structural steel welding and bolting
- Reinforcing steel placement and concrete sampling
- Masonry and asphalt placement inspections
- Epoxy anchor installation and torque verification

Field Testing

- Soil compaction and density testing
- Concrete slump, air content, and temperature checks
- Asphalt sampling and in-place density testing
- Aggregate gradation and moisture content verification

Laboratory Testing

- Concrete compressive strength (7-, 14-, and 28-day breaks)
- Asphalt binder and mix design verification
- Aggregate quality tests (sieve analysis, specific gravity)
- Soil classification, R-value, and shear strength
- All testing is performed in accordance with Caltrans, ASTM, and AASHTO standards. Terracon coordinates traffic control, site access, and sample transport to ensure compliance with Caltrans Table 6-1.2 turnaround times.

3) Implementation Phase

Terracon’s engineers and project managers provide real-time oversight and quality assurance during construction. We verify compliance with project specifications and Caltrans requirements through:

- Subgrade preparation and compaction checks
- Concrete placement monitoring and curing verification
- Asphalt paving inspection for temperature and density compliance
- Structural steel and masonry inspection for code adherence
- Our team uses CMELMS, Terracon’s proprietary Construction Materials Engineering and Laboratory Management System, to automate data entry and reporting. This system enables wireless updates from the field, ensuring timely communication and rapid report delivery to City staff.

4) Project Close-Out Phase

Following completion of field and laboratory work, Terracon prepares a comprehensive report that includes:

- Special inspection logs and certifications
- Laboratory test results and interpretations
- Compliance summaries for Caltrans and City specifications
- Recommendations for any corrective actions or follow-up testing
- Reports are transmitted electronically to the City within 24 hours of lab completion, meeting RFQ requirements for timely documentation.

Quality Assurance / Quality Control (QA/QC)

Terracon's QA/QC program is designed to assure compliance, repeatability, and defensible results:

- Corporate Quality Program: Defines quality commitments, roles, and responsibilities across operations.
- Project Quality Review (PQR): Requires continuous review of project data and reports by project managers and technical reviewers to ensure compliance and clarity before release.
- Construction Materials Engineering & Testing QMS: Standardizes procedures for sampling, testing, reporting, and record retention consistent with Caltrans Chapter 6 expectations and industry standards. [dot.ca.gov]
- Inventory Control & Calibration: An internal database tracks equipment inventory and calibration cycles for all instruments used in testing and inspection.
- Independent Accreditation: External audits validate our implementation of quality practices and documentation rigor.

Project Managers verify that every phase—from sample identification to final report—meets Terracon QA/QC criteria and RFQ requirements, including the City's sequencing and electronic submittal standards.

Anticipated Challenges and Terracon's Mitigation Strategies

- **Multiple Concurrent Task Orders**
On-call agreements often involve overlapping schedules for different projects, which can strain resources and impact turnaround times.
Mitigation: Terracon maintains a flexible staffing pool and cross-trained technicians to handle multiple scopes simultaneously. Our CMELMS system prioritizes urgent tasks and provides real-time visibility to City staff.
- **Variable Site Conditions**
Unexpected conditions such as poor access, weather delays, or unanticipated material changes can affect testing schedules and sample integrity.
Mitigation: We implement contingency plans, including mobile stabilization protocols and backup equipment, and maintain open communication with City staff for schedule adjustments.

Availability of Testing Personnel and Laboratory Facilities

Terracon will require timely access to project documentation, approved plans, and contractor submittals such as mix designs and material certifications to verify compliance with specifications. Coordination with City staff for updated construction schedules and providing at least 24 hours' notice for inspections will be essential to meet Caltrans turnaround times. During construction, we request assistance with site access, safety compliance, and facilitating interaction with contractors for sampling and inspection activities.

Terracon can mobilize to any City of Manteca project site within two (2) hours of notification, exceeding the City's four-hour requirement. We maintain a team of over 40 local Caltrans-certified materials testers and special inspectors, supported by accredited laboratories in Lodi, Sacramento, and the East Bay to provide redundancy and scalability. Our team and labs are fully equipped to comply with—and often exceed—the turnaround times outlined in Table 6-1.2 of the Caltrans Construction Manual, leveraging our proprietary CMELMS system for streamlined scheduling, tracking, and electronic reporting.

Sequential Activities and Assigned Personnel

Our process follows a clear sequence aligned with municipal on-call workflows:

1) Task Order Issuance & Kickoff

Lead: Joe Edwards, Senior Project Manager

- Confirms scope, location, required tests, safety conditions, reporting expectations, and schedule constraints.

2) Scheduling & Field Personnel Assignment

Lead: Project Coordination Team

- Assigns appropriately certified technicians or inspectors (e.g., Jason Kort, Mike Cozad) based on required test methods and inspector certifications.

3) Field Mobilization & On-Site Testing

Personnel: Caltrans-certified Materials Technicians & ICC/ACI-Certified Special Inspectors

Tasks may include:

- Soil compaction and density testing
- HMA sampling and in-place density
- Concrete sampling, slump, air, temperature, and cylinder fabrication
- Reinforcing steel inspections, post-installed anchors, bolting/welding, and structural observations

4) Sample Transport & Laboratory Testing

Lead: Paula Arends, Laboratory Manager

- Receives, logs, and processes samples immediately upon arrival.
- Performs soils, aggregates, concrete, and asphalt testing in accordance with Caltrans and ASTM/AASHTO methods.

5) Technical Oversight & Review

Lead: Troy Schiess, PE

- Provides engineering oversight and technical review of reports, project issues, and materials acceptance compliance.

6) Report Preparation & Delivery

Lead: Joe Edwards & Lab Staff

- Laboratory results and field reports are reviewed under Terracon's internal QA/QC program and delivered electronically to the City.

7) Project Closeout

- Compilation and transmission of all final reports, certifications, and summaries.

Quality Control and Schedule Control Methods

Quality Control

- PE Oversight: All services overseen by Troy Schiess, PE, ensuring compliance with engineering and testing standards.
- Laboratory QA/QC: Strict calibration programs, method reviews, and technician proficiency evaluations.
- Field QA/QC: Standardized sampling procedures, field forms, and cross-checks; immediate communication if results do not conform to project requirements.
- Technical Review: Multi-level review by senior staff prior to report release.

Schedule Control

- Centralized Dispatch: Ensures efficient assignment of available personnel to meet rapid response requirements.
- Staff Capacity: A large team of certified technicians ensures continuity even during peak workloads.
- Laboratory Throughput: High-capacity Lodi laboratory ensures timely processing of all materials.
- Proactive Scheduling: Weekly look-ahead planning with City and contractor teams helps prevent testing bottlenecks.

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: *Roy*
Operations Manager III

EXHIBIT C

Fee and Deliverables Schedule

ATTACHMENT 9

Field Personnel Fees	Hourly Rate
Special Inspector (prevailing wage)	\$175
AC/Soil Technician (prevailing wage)	\$175
Structural Steel, Welding, Bolting Inspector (prevailing wage)	\$175
Structural Steel NDT Technician (prevailing wage)	\$175
Professional Personnel Fees	Hourly Rate
Principal Engineer	\$315
Project Manager	\$190
Senior Geotechnical Engineer	\$260
Administrative Staff	\$115
Miscellaneous Fees	Rate
Final report with the engineer's stamp and signature	\$275/each
Nuclear Guage	\$31/hour
Sample Pick-Up (2hr min) N/C if already on site	\$115/hour
Mileage Trip Charge	\$45/each
Laboratory	Rate
Compression Testing of 4x8 Cylinders	\$55/each
Sieve / Gradation Soil & Aggs	\$457/each
Wash 200, Soil	\$75/each
Atterberg Limits (3-pts)	\$275/each
Modified Proctor (ASTM D1557)	\$300/each
Theoretical Maximum Density, Asphalt (ASTM D2041)	\$190/each
R-Value (CTM 301)	\$690/each
Durability Index - Coarse or Fine (CTM 227)	\$195/each
Sand Equivalent (CTM 217)	\$160/each