C2022-77

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 23rd day of June, 2022, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and **WSP USA, Inc.,** a California corporation ("Consultant").

RECITALS

A. Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.

C. City desires to retain Consultant to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the Construction Management and Inspection services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated April 18, 2022, and attached hereto as Attachment 1 – Technical Proposal. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the Construction Management and Inspection services is sometimes referred to herein as "the Project."

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 1. All work shall be completed no later than June 30, 2023. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed Two Million Three Hundred Sixty-Four Thousand Five Hundred Thirty-Seven DOLLARS ($2,364,537.00). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and

(2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be Bart Littell, PE. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 2. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

(1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of

the Consultant, including materials, parts, or equipment furnished in connection with such work.

(2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

(3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.

(5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.

(6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.

(7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca
1001 W. Center Street
Manteca, CA 95337
Attention: Koosun Kim, PE (Deputy Director of Eng.)

If to Consultant: WSP USA, Inc.
5250 Claremont Avenue, Suite 132B
Stockton, CA 95207
Attention: Bart Littell, PE (Principal in Charge)

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

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

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

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected

by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

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

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Consultant's Proposal/Consultant's attachments and the City's Agreement/City's attachments, the City's Agreement and City's attachments shall take precedence over Consultant's proposal/Consultant's attachments.

This Space Purposely Left Blank

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:

Toni Lundgren
Interim City Manager

ATTEST:

Cassandra Candini-Tilton,
Director of Legislative Services

COUNTERSIGNED:

Bret Harmon,
Director of Finance

COUNTERSIGNED:

Dawn Cortesi,
Acting Director of Human Resources

APPROVED AS TO FORM:
L. David Nefouse, City Attorney

By: _____
Carrie Woolley, Assistant City Attorney

CONSULTANT:

WSP USA Inc.
*(Type name of Consultant/form of organization)**

By: _____
(Signature)

Bart Littell, PE, Vice President
(Type name and title)

By: _____
(Signature)

(Type name and title)

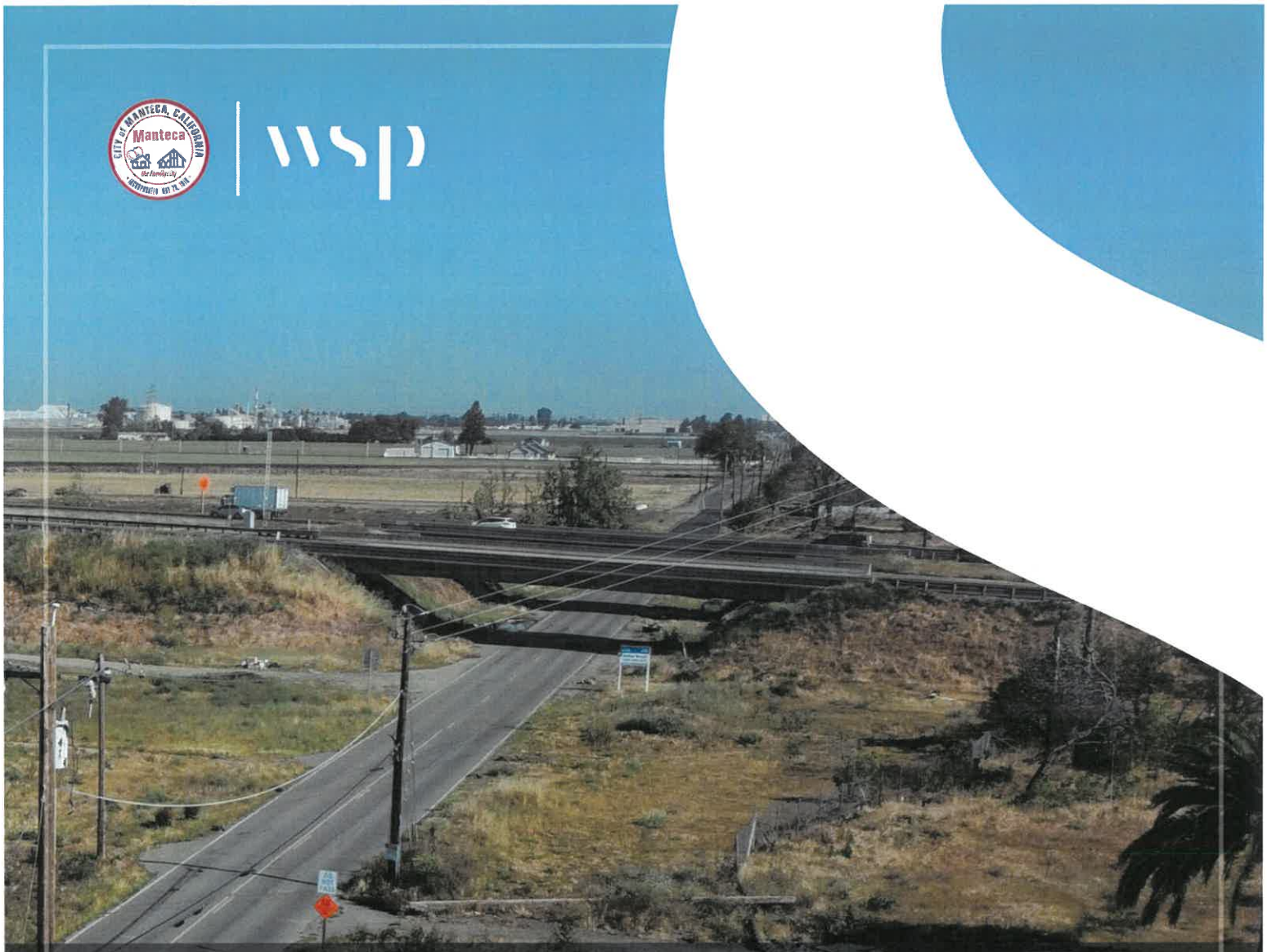
Address: 3260 Lone Tree Way, Suite 104

Antioch, CA 94509

Telephone: 925-765-3225

ATTACHMENT 1

SCOPE OF WORKS AND SCHEDULES



Technical Proposal

City of Manteca

Construction Management/Construction Inspection Services for SR120/McKinley Avenue Interchange Project

APRIL 18, 2022

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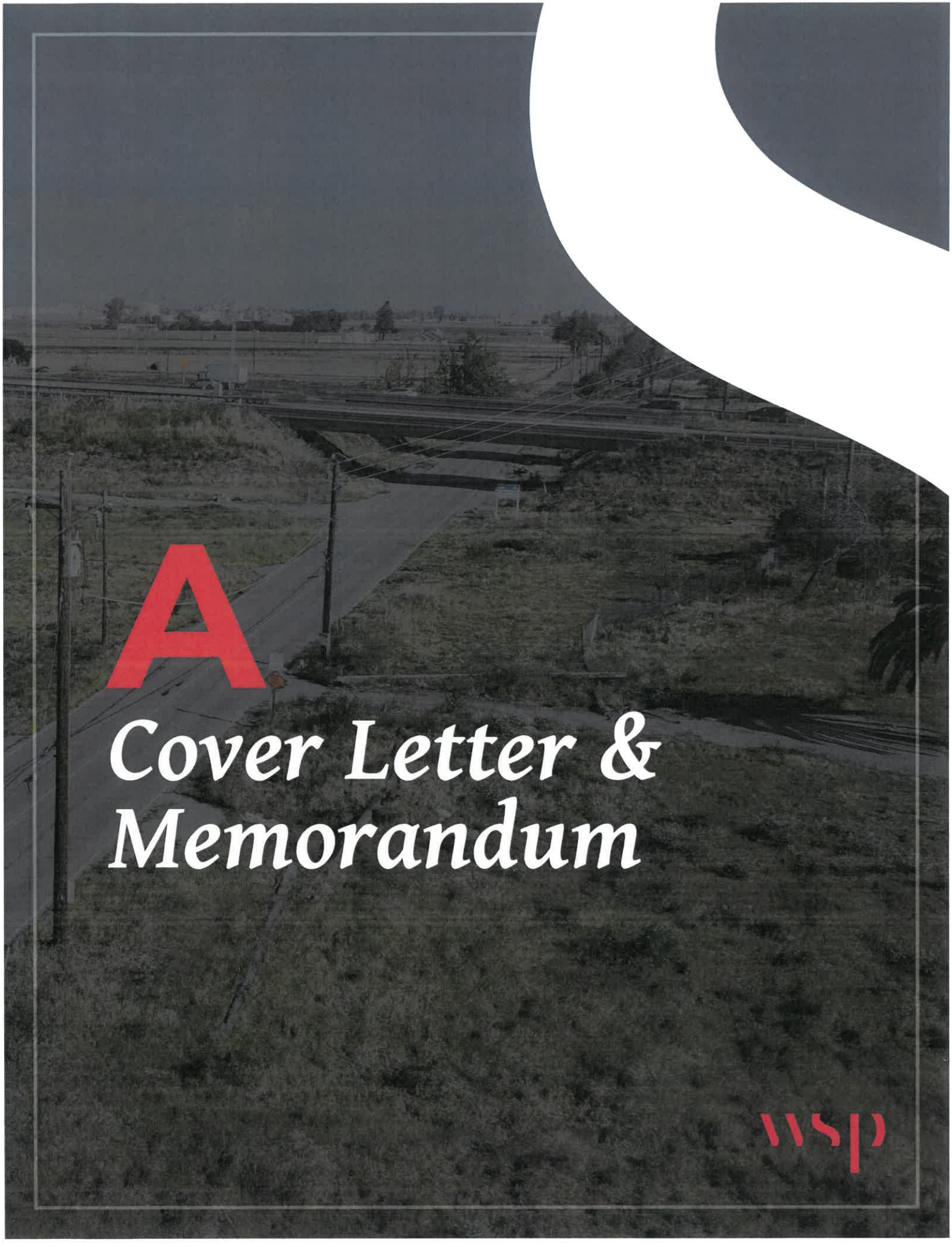
"Eric Lilly is the best RE I have ever worked with and WSP is the best CM firm; and it is not even close."

Ivan Ramirez, PE, Director of Construction
Contra Costa Transportation Authority



A

Cover Letter & Memorandum

wsp

April 18, 2022

WSP USA Inc.
5250 Claremont Avenue
Suite 132B
Stockton, CA 95207

wsp.com

City of Manteca – Engineering Dept.
Attn: Koosun Kim, PE, QSD
Deputy Director of Engineering
1001 West Center Street, Suite E
Manteca, CA 95337

RE: Request for Proposals (RFP) to Provide Construction Management / Construction Inspection Services for the State Route 120 / McKinley Avenue Interchange Project

Dear Koosun Kim:

The State Route 120 / McKinley Avenue Interchange project in the city of Manteca (City) will reduce traffic on the Airport Way corridor, substantially improve circulation in the Costco-FEZ area, and provide freeway access to more than 3,000 already approved homes immediately to the south and west of the interchange location. It will also improve circulation and efforts to develop a 120-acre family entertainment zone bookended by Great Wolf Lodge and Big-League Dream sports complex on Manteca's westside and is required to be under construction before the future hotel expansion for Great Wolf Lodge can proceed.

WSP USA Inc. (WSP) is requesting the City to evaluate the submitted qualifications based upon the scope of services for the subject project. We have assembled a very strong team to successfully deliver your project who has a proven track record of delivering similar projects in the Central Valley within Caltrans right-of-way. In fact, formerly as Parsons Brinckerhoff, WSP provided construction management and inspection services to the City on the SR 99 / SR 120 Interchange and Roadway Widening project! WSP looks forward to working with the City again to enhance your Caltrans interchange experience and deliver this critical project. WSP provides its full corporate commitment to perform at a high level and our team is well suited for your project for the following reasons:

Proven Leadership: Eric Lilly, PE, CCM, QSD will be your resident engineer and structures representative. Eric has 16 years of experience providing construction management services on projects throughout Northern California and has been **a leader for repeat clients like the Contra Costa Transportation Authority and Contra Costa County.** Through this experience, he has built a sound and proven methodology for providing the responsive services the City requires. His **professionalism, transparent communication philosophy with the City, its staff, stakeholders, residents, and businesses,** as well as his proactive planning mentality and partnering approach make him the perfect resource for the City. Eric fully understands that traffic control is a top priority to the City, and he will take the lead to verify that no road closures, lane closures, or detours will be implemented **without prior City approval and proper notification to the City and public.**

Strong and Available Team: The timing of your project fits well with the availability of our proposed team. Current assignments of our proposed staff will be winding down as your project ramps up, providing for efficient and economical start-up and ongoing management of your project by the staff we are proposing. Eric and I have recently completed the federally funded $75M SB I-680 HOV Lane Completion and Express Lane project (I-680 Express Lane). The widening for the new lane was opened to traffic one year ahead of schedule, under budget, and with an excellent safety record. Our construction inspectors will be coming from the SR 132 / SR 99 Interchange and West Freeway / Expressway – Phase 1 project in Modesto. All are very experienced with traffic control and highway interchange requirements along with roadway, structure, and electrical construction and will be responsible for field inspection activities.

We partnered with two local firms with whom we have worked with before in the Central Valley. WSP will preform pre-construction services in our Stockton office until the contractor provided field office is available for use.

FIRM	SERVICES PROVIDED	WORK LOCATION
WSP USA Inc. (WSP)	Prime – Construction Management and Inspection	Manteca
AIM Consulting (DBE)	Public Outreach	Sacramento
Kleinfelder, Inc.	Environmental/Materials Testing/Source Inspection	Stockton

Federal / State Funding Experience: Eric and I are well-versed in federal funding requirements. In fact, Eric has completed seven projects with Federal-Aid requirements, most recently on the I-680 Express Lane project. I have also completed many federally funded projects in my career. WSP staff is familiar with both federal guidelines for contract administration and the Caltrans Local Agency Procedures Manual for federally funded local transportation projects. Our proposal contains construction administration details unique to federal projects.

Proven Track Record on Similar Projects: We fully understand our role in construction management projects and are prepared to meet all your specific project needs. Eric and I have significant experience in the construction management and inspection of highway interchanges and road widening projects. Eric was the resident engineer and structures representative on the $31M SR 4 / Sand Creek Road Interchange (Sand Creek), which was highly successful and finished with an excellent safety record, ahead of schedule, under budget, and maintained an outstanding partnering relationship with the contractor. The Sand Creek project also won multiple awards including a **national CMAA Project of the Year award**. Eric has also completed over ten roadway widening projects where traffic control was a priority and local traffic was always safely maintained through the construction area.

Cost Effective Services: WSP has a field service-based overhead rate calculated on a national basis. This translates into lower costs by minimizing the impacts of California's high cost of living. Our low overhead coupled with a flexible staffing approach based on your project needs, provides the City of Manteca with the most effective use of your available funding. Our cost proposal is at the industry standard of ten percent for similar construction management services.

Contract Termination Circumstances: In the past five years, WSP has not had any contracts terminated for cause however the following contracts were terminated for convenience:

CLIENT	REASON
KS Associates, Inc	Effective February 6, 2019, WSP USA Inc's. pedestrian bridge design subcontract with KS Associates, Inc. on the Cleveland Metropolitan Park District Lake Link Trail Bridge to Wendy Park project was terminated for convenience.
New York City Transit	On April 30, 2019 New York City Transit Authority issued a termination for convenience for contract CM-1565A Indefinite Quantity Lead and Asbestos Design and Air Monitoring Services. The termination will be effective upon completion of 6 work orders which are in progress. The termination resulted not from any performance or non-performance by WSP but rather a demand for reduction in compensation by the agency, without a commensurate modification of WSP's scope of services. When the parties could not agree on the modification proposed by the agency, the agency terminated the contract for its convenience.
HGS, LLC	WSP USA Inc. was a subconsultant to HGS, LLC on the Maryland Department of Transportation State Highway Administration Total Maximum Total Daily Load Design-Build, Area Wide project (SHA Contract No. AX766D82). On March 31, 2020, the State terminated HGS, LLC's contract for convenience. HGS, LLC then terminated WSP USA Inc.'s contract for convenience on September 8, 2020.

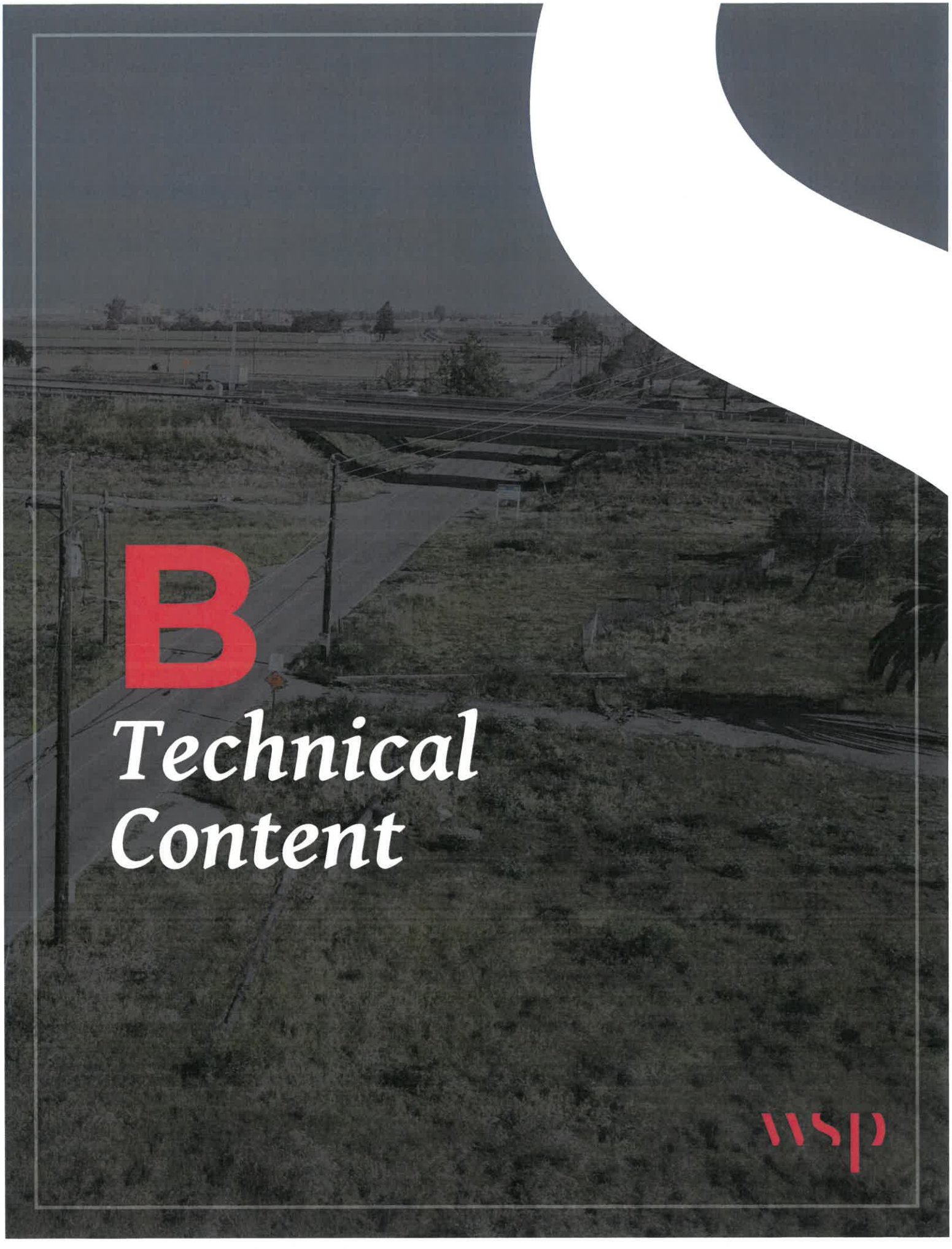
Acknowledgment of Questions & Answers: WSP hereby acknowledges that we have reviewed the RFP and Questions & Answers No. 1, dated April 13, 2022. We have reviewed the sample Insurance Requirements for Professional Service in Exhibit B of the RFP. We cannot provide copies of our insurance policies, but we can provide insurance certificates and copies of certain endorsements. WSP considers its insurance policies to be proprietary; however, the insurance policies can be made available for examination under mutually agreed conditions.

As signatory of this letter, I affirm that I am duly authorized to bind the firm contractually to the terms of this proposal and that all information submitted is true and correct. Should you have any questions or require additional information, do not hesitate to contact me directly. I will be WSP's point of contact during the selection process.

I am personally very excited about your project, and I am joined by WSP in our commitment in making your project a success for you and the stakeholders involved. **We will exceed your expectations.**

Sincerely,
WSP USA Inc.

Bart Littell, PE
Principal in Charge | Construction Services District Manager | Vice President



B

Technical Content

wsp

1. Qualifications, Related Experience, & References

WSP AT A GLANCE

LEGAL NAME & ADDRESS
WSP USA, Inc.; founded in 1933

One Penn Plaza, 2nd Floor
New York, NY 10119

LEGAL FORM OF COMPANY
S Corporation

PARENT COMPANY
Parsons Brinckerhoff Holdings Inc.

OFFICE LOCATIONS IN CENTRAL VALLEY
WSP USA, Inc.
5250 Claremont Avenue, Suite 132B, Stockton, CA 95207

7 offices in Northern California

277 employees in Northern California

DIR REGISTRATION
1000012182

ANNUAL VOLUME OF WORK
$1.8B+ WSP USA, Inc.

CM PROJECTS
60+ in Northern California

POINT-OF-CONTACT
Bart Littell, PE
Principal in Charge
5250 Claremont Avenue,
Suite 132B
Stockton, CA 95207
P: (925) 765-3225
F: (925) 756-2385 /
bart.littell@wsp.com

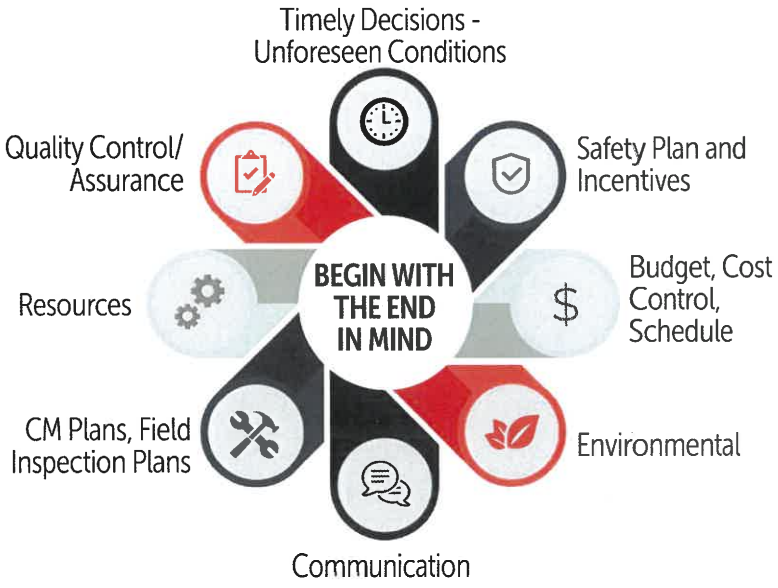
1. QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES

WSP USA INC. (WSP)

As one of the leading transportation construction management (CM) firms in California, WSP is knowledgeable and experienced with providing CM and inspection services for projects in Northern and Central California for over 25 years. We have delivered successful projects for cities, counties, transportation authorities, and Caltrans by implementing proven project management policies and procedures to provide for successful project delivery, while controlling costs and avoiding claims. Our proactive approach, the selection of highly qualified personnel (fitting the right staff for the assignment), a project-specific Project Management Plan (PMP), and a comprehensive scope of services are key factors for the successful delivery of your projects.

In summary, the WSP team offers:

- Familiarity with City procedures, standards, and personnel
- Highly qualified local staff
- Thorough understanding of the unique challenges of your projects and services
- Proven track record of performance on Caltrans interchange projects in the Central Valley.



WSP's Management Process begins with the end in mind.

FINANCIAL CONDITIONS

WSP USA Inc. has no bankruptcies, pending litigation, planned office closures or impending mergers that may impede our ability to complete the project. WSP's average revenue over the past three years exceeds

$1B, with the expectation of continued growth, and additional access to funding from its ultimate parent, WSP Global Inc.

WSP brings together 12,000 employees in 150 offices across the U.S. to provide engineering and multidisciplinary services in a vast array of industry sectors, with a focus on technical excellence and client service. Moreover, WSP provides the local perspective and responsiveness of a small/ local firm due to our Stockton office and experience within the Central Valley. Thus, WSP provides the best of both worlds: the responsiveness and commitment of a small firm (i.e. WSP's Stockton office) backed by the vast resources of WSP. Our firm has a wide range of abilities, which includes project management, construction management, civil engineering, geotechnical engineering, structural engineering, urban planning and development, water resources engineering, mechanical engineering, electrical engineering, traffic engineering, architecture and environmental sciences.

SUBCONSULTANTS

To augment our construction management capabilities, we have added two subconsultants: AIM Consulting (DBE) for public outreach, and Kleinfelder, Inc. for environmental, materials testing, and source inspection. WSP has worked with both AIM and Kleinfelder on current and past projects.

AIM Consulting (DBE) – Public Outreach, offers strategic communications and public outreach consulting services and specializes in projects that make a positive difference within the community for transportation infrastructure and land-use projects in rural, suburban and urban communities throughout Northern California. AIM's team of professionals develops public outreach programs that bring diverse community members together and creates a space for constructive dialogue that respects all individuals and leverages the positive work of the engaged community. AIM's professional communications team uses a variety of innovative communication tools such as informational/animated graphics, videos and distributes on a variety of digital platforms to build awareness and provide critical information.

Kleinfelder, Inc. – Environmental, Materials Testing and Source Inspection, offers an extensive array of laboratory testing services. Founded and still located in Stockton, source inspection services and field sampling and testing services are performed by skilled, certified, and experienced individuals that familiarize themselves with local site conditions. This includes a thorough understanding of concrete, earthwork, and HMA sampling and testing in both the field and in their Caltrans-certified laboratory in Stockton.

Garcia and Associates (GANDA) joined Kleinfelder in 2020 to expand their biological resource team. Their successful collaboration on projects led to an even more successful approach as a single company to provide expertise in local biological species, regulatory requirements, and monitoring for species of interest during construction.

Past Joint Work

Our subcontractors experience working on joint projects with WSP as a Prime is shown below:

AIM Consulting (DBE) – Public Outreach

- City of Modesto – State Route 132 / State Route 99 Interchange and West Freeway / Expressway – Phase 1
- City of Vallejo - Mare Island Bridge
- City of West Sacramento – I Street Bridge Deck Conversion

Kleinfelder, Inc. – Environmental, Materials Testing and Source Inspection

- City of Manteca – SR99 / SR120 Interchange and Roadway Widening
- Mountain House CSD – I-205/Mountain House Parkway Interchange
- City of Galt – SR 99 / Central Galt Interchange
- City of Modesto – SR132 / SR99 Interchange and West Freeway / Expressway – Phase 1
- City of Stockton – I-5 / French Camp Road Interchange and Sperry Road Extension
- City of Stockton – I-5 / March Lane Interchange
- CCTA – SR4 / Sand Creek Road Interchange
- CCTA – SB I-680 HOV Lane Completion and Express Lane Conversion

EXPERIENCE PERFORMING SIMILAR WORK

WSP is knowledgeable and experienced in the services and requirements of your project. For over 25 years, WSP has provided similar services for interchange, highways, and structure projects per FHWA/Caltrans standards in Manteca, Stockton, Modesto, Mountain House, Fresno, Bakersfield, San Joaquin County, Contra Costa County, and Caltrans Districts 1, 3, 4, 6, 9, 10 and 59. The chart below includes WSP's relevant project experience with similar elements to your project. WSP's role on each project listed was that of prime consultant and we provided full CM services. It also illustrates proposed staff's involvement and characterizes the schedule/cost control performance on the projects.

WSP'S RELEVANT EXPERIENCE SATISFIES ALL THE CITY'S PROJECT NEEDS	PROJECT ELEMENTS													STAFF PROPOSED		BUDGET/SCHEDULE RESULT	
	FEDERAL FUNDING	CALTRANS STANDARD SPECS / CONSTRUCTION MANUAL	TRAFFIC CONTROL	ENVIRONMENTAL	EARTHWORK	UTILITY COORDINATION	RETAINING WALL	DRAINAGE	HMA	SWPPP	AGENCY COORDINATION	PUBLIC RELATIONS	TRAFFIC SIGNAL/ELECTRICAL	BART LITTELL, PE PROJECT MANAGER	ERIC LILLY, PE, CCM, QSD RESIDENT ENGINEER, STRUCTURES REPRESENTATIVE	ON / AHEAD OF SCHEDULE	ON / UNDER BUDGET
SR 99 / SR 120 Interchange and Roadway Widening | City of Manteca	■	■	■	■	■	■	■	■	■	■	■	■	■	■		■	■
SR 4 / Sand Creek Road Interchange | Contra Costa Transportation Authority		■	■	■	■	■		■	■	■	■	■	■	■	■	■	■
SB I-680 HOV Lane Completion and Express Lane Conversion | Contra Costa Transportation Authority	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
I-5 / French Camp Road Interchange and Sperry Road Extension | City of Stockton	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
I-680 / I-80 / SR 12 Interchange | Solano Transportation Authority	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
North Connector | Solano Transportation Authority		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Atlas Road Extension | East Bay Regional Park District		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Balfour Road Shoulder Widening | Contra Costa County		■	■	■	■	■		■	■	■	■	■	■	■	■	■	■
Byron Highway at Camino Diablo Intersection Improvements | Contra Costa County	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Marsh Creek Road Safety Improvements (2015) | Contra Costa County	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Deer Valley Road Shoulder Widening) | Contra Costa County	■	■	■	■	■	■		■	■	■	■	■		■	■	■	■
Marsh Creek Road Safety Improvements (2014) | Contra Costa County	■	■	■	■	■	■		■	■	■	■	■		■	■	■	■
SR 132 / SR 99 Interchange and West Freeway / Expressway -- Phase 1 | City of Modesto		■	■	■	■	■	■	■	■	■	■	■	■	■		■	■
I-5 / March Lane Interchange | City of Stockton		■	■	■	■	■	■	■	■	■	■	■	■	■		■	■
I-205/Mountain House Parkway Interchange | Mountain House CSD		■	■	■	■	■	■	■	■	■	■	■	■	■		■	■
SR 99 / Central Galt Interchange | City of Galt	■	■	■	■	■	■	■	■	■	■	■	■	■	■		■	■
SR 99 / Sheldon Road Interchange | City of Elk Grove	■	■	■	■	■	■	■	■	■	■	■	■	■	■		■	■
SR 99 / Elk Grove Boulevard Interchange | City of Elk Grove		■	■	■	■	■	■	■	■	■	■	■	■	■		■	■

SIMILAR PROJECTS BY PROPOSED TEAM

The proposed team has provided key involvement on the highlighted relevant projects below and demonstrate the extensive experience and unmatched credentials of our team. These individuals will bring their experience and lessons learned from these projects and put them into practice to benefit your project. Also included is a reference for each similar project. Regardless of how proud we are of our performance, we recognize that success is measured by the satisfaction of our clients. Please feel free to contact the individuals listed below, as they can provide specific information regarding the performance of our firm and the WSP team.

State Route 4 / Sand Creek Road Interchange

Client:
Contra Costa Transportation Authority

Client Reference:
Ivan Ramirez, Director of Construction | 2999 Oak Road, Suite 100 | Walnut Creek, CA 94597 | (925) 256-4737

Services Provided:
Construction Management and Inspection Services

Relevance to Your Project:

- Early Completion
- Under Budget
- Caltrans Specifications
- Clearing & Grubbing
- Earthwork
- Stormwater Detention Basins
- SWPPP
- HMA Paving
- Drainage
- Source Inspection
- Traffic Control
- Environmental
- Traffic Signals & Electrical

Proposed Personnel: Scott Frenette (Scheduler, Claims Support), Eric Lilly (Resident Engineer, Structures Representative), Bart Littell (Principal-In-Charge, Project Manager), Roy Robbert (Inspector)

Teaming Partners: Kleinfelder (Material Testing, Source Inspection)

WSP was responsible for contact administration and inspection for construction on this $31M project in accordance with the Caltrans Construction Manual. The project consisted of one new highway interchange, 3.0 miles of new highway alignment, two new signalized intersections, and nearly 400,000 cubic yards of imported borrow. In addition to the roadway items, the projected included four new overhead sign structures, six new bridge structures including two over an environmentally sensitive creek. WSP was also responsible for the development and implementation of the Local Agency Source Inspection Quality Management Plan.

The Sand Creek Interchange & 4-Lane Widening project was awarded the following:

- 2015 CMAA National Project Achievement Award (Infrastructure, constructed value less than $50M);
- 2015 CMAA Northern California Chapter Project Achievement Award (Transportation, constructed value over $15M); and
- 2015 IPI Partnered Project of Year (Sapphire, constructed value between $25M and $250M).

WSP Added Value: During the constructability review, WSP noticed a Red-Tailed hawk was nested just outside the R/W. As the tree could not be removed, WSP developed a plan sheet and specification to identify the work and time restriction of the buffer area so that bidders could incorporate this into their bid and schedule. This allowed the contractor to sequence their work to avoid the buffer area and eliminated what would have been a certain costly critical path delay.

SB Interstate 680 HOV Lane Completion & Express Lane Conversion

Client:
Contra Costa Transportation Authority

Client Reference:
Ivan Ramirez, Director of Construction | 2999 Oak Road, Suite 100 | Walnut Creek, CA 94597 | (925) 256-4737

Services Provided:
Construction Management and Inspection Services

Relevance to Your Project:

- Early Completion
- Under Budget
- Federally Funded
- Caltrans Specifications
- Clearing & Grubbing
- Earthwork
- Stormwater Detention Basins
- SWPPP
- HMA Paving
- Drainage
- Source Inspection
- Traffic Control
- Environmental
- Traffic Signals & Electrical

Proposed Personnel: Scott Frenette (Scheduler, Claims Support), Eric Lilly (Resident Engineer), Bart Littell (Principal-In-Charge, Project Manager)

Teaming Partners: Kleinfelder (Material Testing, Source Inspection)

WSP was responsible for contract administration and inspection for construction on this federally funded $75M project in accordance with the Caltrans Construction Manual. The project consisted of 5.0 miles of highway widening with a RHMA-O overlay and 17.0 miles of conversion from a HOV Lane to an Express Lane with one bridge widening, six retaining walls including two with soil nails, seventeen overhead sign structures, and four overhead card reader signal poles. In addition, the project includes 22 new electrical service points, reconfiguration of an existing signalized intersection, realignment of a loop on-ramp, and the relocation of the Backhaul (fiber optic) Communication Network. WSP was also responsible for the development and implementation of the Local Agency Source Inspection Quality Management Plan.

The SB I-680 HOV Lane Completion and Express Lane Conversion project was awarded the following:

- 2021 CMAA Northern California Chapter Project Achievement Award (Transportation, constructed value over $75M);
- 2021 IPI Partnered Project of Year (Ruby, constructed value between $25M and $250M);
- 2021 WSP USA Project of the Year (Contract value between $3M and $15M);
- 2021 ASCE SF Section Outstanding Transportation Project of the Year Award;
- 2021 Roads & Bridges Magazine No. 1 Road Project of the Year; and
- 2022 ACEC Merit Award.

WSP Added Value: At the start of the pandemic, Eric noticed that normally high daytime traffic volumes on I-680 had drastically dropped. Eric coordinated with Caltrans and requested daytime lane closures which increased the contractor's efficiency and reduced nighttime noise impacts to the surrounding community. This creative approach allowed the new lane to be opened to traffic one year ahead of schedule and saved over $2.8M.

Interstate 5 / French Camp Road Interchange and Sperry Road Extension

Client:
City of Stockton

Client Reference:
Wes Johnson, PE, Senior Civil Engineer | 22 E. Weber Avenue, Room 301 | Stockton, CA 95202 | (209) 937-8088

Services Provided:
Construction Management and Inspection Services

Relevance to Your Project:

- Early Completion
- Under Budget
- Federally Funded
- Caltrans Specifications
- Caltrans District 10
- Clearing & Grubbing
- Earthwork
- Stormwater Detention Basins
- SWPPP
- HMA Paving
- Drainage
- Traffic Control
- Environmental
- Traffic Signals & Electrical

Proposed Personnel: Scott Frenette (Scheduler, Claims Support), Eric Lilly (Assistant Resident Engineer), Bart Littell (Principal-In-Charge, Project Manager), Roy Robbert (Inspector)

Teaming Partners: Kleinfelder (Material Testing)

WSP was responsible for contract administration and inspection for construction on this federally funded $61M project in accordance with the Caltrans Construction Manual and City of Stockton standards. The project consisted of one modified highway interchange with two new loop ramps, 1.0 mile of new roadway alignment, two new signalized intersections, and nearly 500,000 cubic yards of imported borrow. In addition to the roadway items, the projected included two new overhead sign structures, five new bridge structures including one over an environmentally sensitive creek.

The Interstate 5 / French Camp Road Interchange and Sperry Road Extension project was awarded the following:

- 2013 ASCE Sacramento Section Bridge Project of the Year Award.

WSP Added Value: After encountering a Giant Garter Snake (GGS) during construction, WSP recommended the use of temporary silt fence to construct a perimeter and not allow any additional GGS to encroach into the work limits. This innovative approach was approved by the environmental agencies and prevented a time delay to the project.

State Route 132 / State Route 99 Interchange and West Freeway / Expressway – Phase 1

Client:
City of Modesto

Client Reference:
John Rawles, Senior Civil Engineer | 1010 10th Street, Modesto, CA 95354 | (209) 342-4712

Services Provided:
Construction Management and Inspection Services

Relevance to Your Project:

- Currently Ahead of Schedule / Under Budget
- Caltrans Specifications
- Caltrans District 10
- Clearing & Grubbing

- Earthwork
- Stormwater Detention Basins
- SWPPP
- HMA Paving
- Drainage
- Source Inspection
- Traffic Control
- Environmental
- Traffic Signals & Electrical

Proposed Personnel: Chad Baker (Office Engineer), Brice Ehoff (Inspector), Scott Frenette (Scheduler, Claims Support), Ryan George (Inspector), Bart Littell (Principal-In-Charge, Project Manager), Roy Robbert (Inspector)

Teaming Partners: AIM (Public Outreach), Kleinfelder (Material Testing, Source Inspection)

WSP is responsible for contact administration and inspection for construction on this $92M project in accordance with the Caltrans Construction Manual and City of Modesto standards. The project consists of one new highway interchange, 3.0 miles of new highway alignment, four new signalized intersections, and two new ramp couplets. In addition to the roadway items, the projected included six new overhead sign structures, seven retaining walls including two with ground anchors, five new bridge structures including one over State Route 99. WSP was also responsible for the development and implementation of the Local Agency Source Inspection Quality Management Plan.

WSP Added Value: During utility relocation activities, WSP identified that although the overhead lines would meet vertical clearance requirements for traffic, they would have interfered with pile driving activities. WSP coordinated with the utility companies to raise the height of the overhead lines to prevent a future conflict. This foresight prevented a highly probable delay on the project.

EXPERIENCE WORKING WITH JURISDICTIONAL AGENCIES

Our experience with jurisdictional agencies involved in this project and the associated projects are shown below:

City of Manteca

- SR 99 / SR 120 Interchange and Roadway Widening

Caltrans

- SR 99 / SR 120 Interchange and Roadway Widening
- SR 132 / SR 99 Interchange and West Freeway / Expressway – Phase 1
- I-5 / French Camp Road Interchange and Sperry Road Extension
- I-5 / March Lane Interchange
- I-205 / Mountain House Parkway Interchange
- SR 99 / Central Galt Interchange
- SR 99 / Sheldon Road Interchange
- SR 99 / Elk Grove Boulevard Interchange
- SR 4 / Sand Creek Road Interchange
- SB I-680 HOV Lane Completion and Express Lane Conversion
- On-Call Construction Engineering and Inspection (Districts 1, 3, 4, 6, 9, 10, 59)

San Joaquin Council of Governments

- Interstate 5 / French Camp Road Interchange and Sperry Road Extension
- On-Call Construction Management Services

San Joaquin County

- Pershing Avenue Widening
- Eight Mile Road Bridge Rehabilitation
- Woodward Island Bridge
- On-Call Construction Management Services

TEAM QUALIFICATIONS

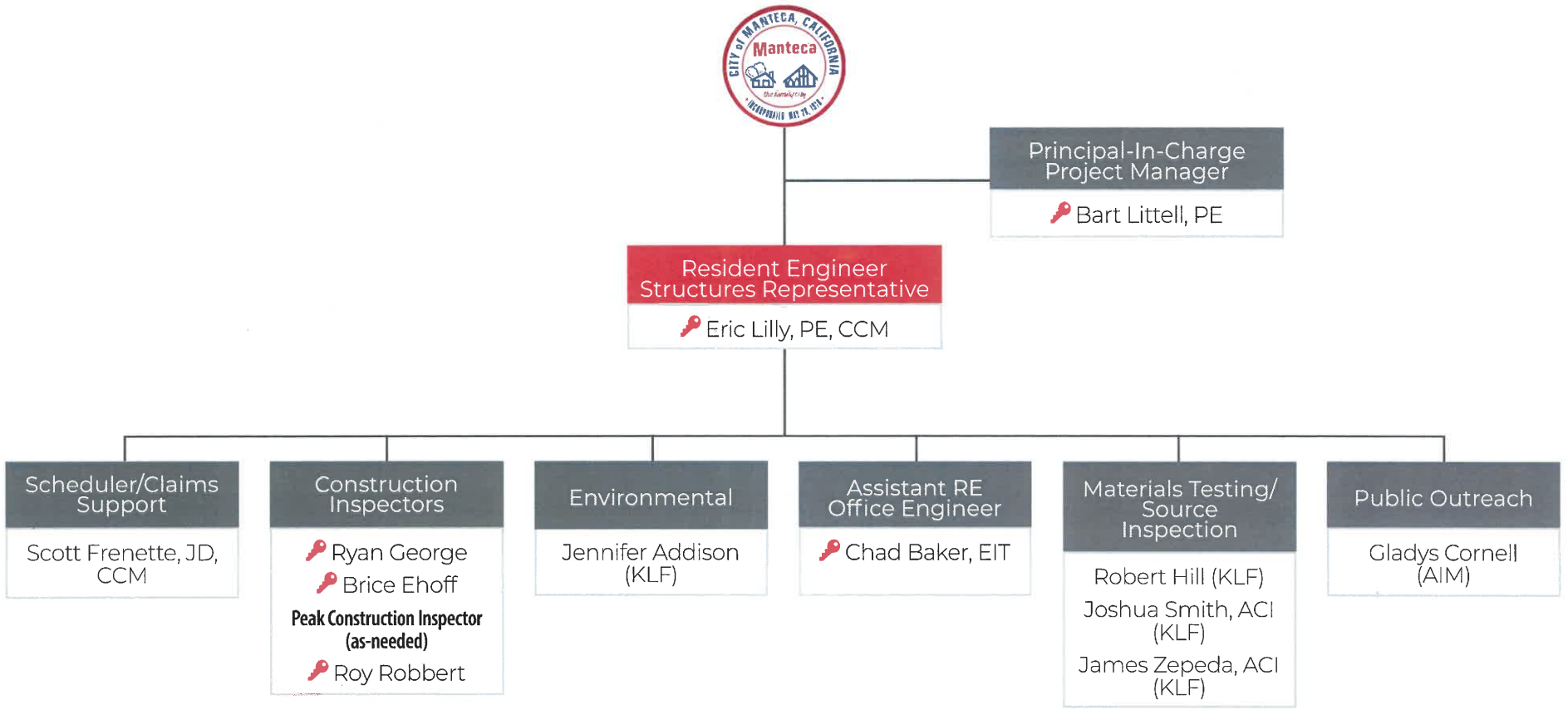
Every key member of this team is among the best at their position in Northern California. Below is a table showing the outstanding capabilities of our team including education, applicable professional credentials, relevant experience, location, current assignment and commitment to that assignment, and availability for your project. An Organizational Chart and detailed resumes of key staff follow the matrix. All "key" personnel will be available to the extent proposed for the duration of the project and no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

WSP TEAM MEMBER EXPERIENCE CHART

TEAM MEMBER	EDUCATION	YEARS OF EXP.	YEARS W/ FIRM	SIMILAR PROJECT EXPERIENCE	CURRENT LOCATION/ PROJECT LOCATION	CURRENT ASSIGNMENT	COMMITMENT FOR THIS ASSIGNMENT
Bart Littell, PE | Principal-In-Charge, Project Manager	Masters, Public Administration BS, Civil Engineering	36	26	• SR 99 / SR 120 Interchange and Roadway Widening | Manteca • SR 4 / Sand Creek Road Interchange | CCTA • SB I-680 HOV Lane Completion and Express Lane Conversion | CCTA • I-5 / French Camp Road Interchange and Sperry Road Extension | Stockton • SR 132 / SR 99 Interchange and West Freeway / Expressway – Phase 1 | Modesto • SR 99 / Central Galt Interchange | Galt • SR 99 / Sheldon Road Interchange | Elk Grove	Stockton	CM on various projects/50%	Available as proposed.
Eric Lilly, PE, CCM, QSD | Resident Engineer, Structures Representative	BS, Civil Engineering	16	16	• SR 4 / Sand Creek Road Interchange | CCTA • SB I-680 HOV Lane Completion and Express Lane Conversion | CCTA • Balfour Road Shoulder Widening | Contra Costa County • Byron Highway at Camino Diablo Intersection Improvements | Contra Costa County • SR 4 and SR 160 Signing | SR4BA • Marsh Creek Road Safety Improvements | Contra Costa County • Deer Valley Road Shoulder Widening | Contra Costa County • Marsh Creek Road Safety Improvements (2014) | Contra Costa County • Deer Valley Road Safety Improvements | Contra Costa County • Atlas Road Extension Improvements | EBRPD	Sacramento/ Manteca	CM on various projects/50%	Available as proposed.
Chad Baker, EIT | Assistant Resident Engineer, Office Engineer	BS, Civil Engineering	2	2	• SR 132 / SR 99 Interchange and West Freeway / Expressway – Phase 1 | Modesto • Woodward Island Bridge | San Joaquin County	Modesto/ Manteca	SR 132/SR 99 Interchange/100% through 5/31/22.	Available as proposed.
Scott Frenette, JD, CCM | Scheduler, Claims Support	Juris Doctor degree BS, Construction Management	26	13	• SR 4 / Sand Creek Road Interchange | CCTA • SB I-680 HOV Lane Completion and Express Lane Conversion | CCTA • I-5 / French Camp Road Interchange and Sperry Road Extension | Stockton • SR 132 / SR 99 Interchange and West Freeway / Expressway – Phase 1 | Modesto • SR 4 Corridor Widening | CCTA	Stockton	Scheduler on Various Projects/50%	Available as proposed.
Brice Ehoff | Construction Inspector	AS, Civil Engineering	12	4	• SR 132 / SR 99 Interchange and West Freeway / Expressway – Phase 1 | Modesto • Richmond / San Rafael Bridge Access Improvement | BATA • Westside Parkway - Phase I | Bakersfield • On-Call Construction Inspection Support | Fresno • On-Call Construction Engineering and Inspection (06-0Q2604) | Caltrans • On-Call Construction Engineering and Inspection (06-0S3404) | Caltrans	Modesto/ Manteca	SR 132/SR 99 Interchange/100% through 5/31/22.	Available as proposed.
Ryan George | Construction Inspector	N/A	27	10	• SR 132 / SR 99 Interchange and West Freeway / Expressway – Phase 1 | Modesto • Hammer Lane Widening - Phase 3B | Stockton • Thornton Road Widening | Stockton • Woodward Island Bridge | San Joaquin County • Eight Mile Road Bridge Rehabilitation Over White Slough | San Joaquin County • Jersey Island Road Bridge Repair | Contra Costa County	Modesto/ Manteca	SR 132/SR 99 Interchange/100% through 5/31/22.	Available as proposed.
Roy Robbert | Construction Inspector	N/A	36	15	• SR 132 / SR 99 Interchange and West Freeway / Expressway – Phase 1 | Modesto • I-5 / French Camp Road Interchange and Sperry Road Extension | Stockton • SR 4 / Sand Creek Road Interchange | CCTA • SR 99 / Central Galt Interchange | Galt • Manthey Road Relocation | Stockton	Modesto/ Manteca	SR 132/SR 99 Interchange/100% through 5/31/22.	Available as proposed.
Gladys Cornell | Public Outreach (AIM)	BA, Journalism	31	14	• SR 132 / SR 99 Interchange and West Freeway / Expressway – Phase 1 | Modesto • SR 99 / Pelandale Avenue Interchange Reconstruction | Modesto • Improve McHenry Avenue | San Joaquin County • I Street Bridge Deck Conversion | West Sacramento • Geer Road at Santa Fe Avenue IC Improvements | Stanislaus County	Sacramento	PIO for various projects in the Central Valley – 20%	Available as proposed.
Robert Hill | Materials Manager (Kleinfelder)	N/A	19	4	• State Route 132 / State Route 99 Interchange and West Freeway / Expressway – Phase 1 | Modesto • E Street Improvements | Tulare • Cartmill Avenue Improvements | Tulare • On-Call Materials Testing Services | San Joaquin County • On-Call Materials Testing Services | Visalia	Stockton	SR 132/SR 99 Interchange/10%	Available as proposed.
Jennifer Addison | Environmental, Wildlife Biologist (Kleinfelder)	BS, Wildlife, Fish, and Conservation Biology	19	8	• Northern California Project Managed Distribution | PG&E • Investigative Dig Projects | PG&E • Alameda Creek Bridge Replacement | Caltrans • SR 84 Highway Widening Project Sunol | Caltrans • Niles Canyon Safety Improvements Project | Caltrans • I-580 Stege Drain Bridge Rehabilitation Project | Caltrans • Metcalf-Evergreen Reconductoring | PG&E • Estero Americano Bridge Replacement | Caltrans	Oakland	PG&E Distribution/25% and Caltrans District 4, East Bay/25%	Available as proposed.

ORGANIZATIONAL CHART

Successful delivery of your project will be all about teamwork. WSP has selected project personnel specifically experienced to handle all the required tasks of your project and the scope of services listed in the RFP. Proposed staff shown in the organizational chart below have an excellent working relationship having worked on projects with similar elements to your project.



LEGEND

- Key Staff

Subconsultants:

AIM - AIM Consulting, Inc. (DBE)

KLF - Kleinfelder, Inc.

YEARS OF EXPERIENCE
36

YEARS WITH FIRM
26

LOCATION
Stockton, CA

EDUCATION
Master of Public Administration, Oklahoma University

BS, Civil Engineering, New Mexico State University

REGISTRATIONS & CERTIFICATIONS
Professional Engineer, CA (#C-47543), OK (#18195)

PROFESSIONAL ORGANIZATIONS
American Railway Engineering and Maintenance-of-Way Association (AREMA)

BART LITTELL, PE

Principal-in-Charge, Project Manager

Bart Littell specializes in highway/bridge AAA (i.e. Advertise, Award, and Administer) projects. He worked as a resident engineer and/or construction manager for Caltrans, the Oklahoma Department of Transportation, and WSP managing large, complex, highway/interchange/bridge projects. Bart is WSP's regional technical leader for earthwork, lime treatment, HMA pavement, underground construction, construction staging/traffic handling, contract administration, document control, and bid management. Bart is a proactive construction manager that excels at public relations, coordination with third party agencies, and dispute resolution. Bart has provided CM services for transportation agencies including SJCOG, CCTA, VTA, STA, ACTA, ACTIA, SFCTA, State Route 4 Bypass Authority, SolTrans, Santa Cruz RTC, Caltrans, and many cities & counties including Manteca and San Joaquin County.

RELEVANT EXPERIENCE

SR 99 / SR 120 Interchange and Roadway Widening, *City of Manteca,* Manteca, California: Principal-In-Charge responsible for contact administration on the $11M project. The project consisted of replacing the existing State Route 99 structures at Yosemite Avenue with three new longer span structures to allow for the widening of Yosemite Avenue beneath the new structures. In addition, the project included new overhead sign structures, two new signalized intersections, new sidewalks and driveways, new sound walls and the widening of the existing on and off ramps on State Route 99 to conform to the widening of Yosemite Avenue.

SR 4 / Sand Creek Road Interchange, *CCTA,* Contra Costa County, California: Principal-In-Charge responsible for contact administration on the $31M project. The project consisted of one new highway interchange, 3.0 miles of new highway alignment, two new signalized intersections, and nearly 400,000 cubic yards of imported borrow. In addition to the roadway items, the projected included four new overhead sign structures, six new bridge structures including two over an environmentally sensitive creek.

SB I-680 HOV Lane Completion and Express Lane Conversion, *CCTA,* Contra Costa County, California: Principal-In-Charge responsible for administration on the federally funded $75M project. The project consisted of 5.0 miles of highway widening with a RHMA-O overlay and 17.0 miles of conversion from a HOV Lane to an Express Lane with one bridge widening, six retaining walls including two with soil nails, seventeen overhead sign structures, and four overhead card reader signal poles. In addition, the project included 22 new electrical service points, reconfiguration of an existing signalized intersection, realignment of a loop on-ramp, and the relocation of the Backhaul (fiber optic) Communication Network.

I-5 / French Camp Road Interchange and Sperry Road Extension, *City of Stockton,* Stockton, California: Principal-In-Charge responsible for contact administration on the federally funded $61M project. The project consisted of one modified highway interchange with two new loop ramps, 1.0 mile of new roadway alignment, two new signalized intersections, and nearly 500,000 cubic yards of imported borrow. In addition to the roadway items, the projected included two new overhead sign structures, five new bridge structures including one over an environmentally sensitive creek.

SR 132 / SR 99 Interchange and West Freeway / Expressway – Phase 1, *City of Modesto,* Modesto, California: Principal-In-Charge responsible for contact administration on the $92M project. The project consists of one new highway interchange, 3.0 miles of new highway alignment, four new signalized intersections, and two new ramp couplets. In addition to the roadway items, the projected included six new overhead sign structures, seven retaining walls including two with ground anchors, five new bridge structures including one over State Route 99.

YEARS OF EXPERIENCE
16

YEARS WITH FIRM
16

LOCATION
Sacramento, CA

EDUCATION
BS, Civil Engineering, San Francisco State University

REGISTRATIONS & CERTIFICATIONS
Professional Engineer, CA (#C74849)

Certified Construction Manager, Construction Management Association of America (CMAA), (#7045)

Qualified SWPPP Developer/Practitioner (#01106)

Remote Pilot - sUAS, FAA (#4111164)

PROFESSIONAL ORGANIZATIONS
American Railway Engineering and Maintenance-of-Way Association (AREMA)

Construction Mgmt. Assoc. of America (CMAA)

ERIC LILLY, PE, CCM, QSD

Resident Engineer, Structures Representative

Eric Lilly is experienced in construction management, bid management, eConstruction, scheduling, source inspection, civil and highway engineering design, project controls, and constructability / biddability reviews. Eric has been a Project Manager, Resident Engineer, and Structures Representative on projects in California involving management of subconsultants, complex stage construction, environmental monitoring, new alignments and widenings, interchanges, express lanes, airports, sensitive public outreach, retaining walls, bridge widenings, cast-in-place post-tensioned bridges, and precast prestressed concrete girder bridges.

RELEVANT EXPERIENCE

SR 4 / Sand Creek Road Interchange, *CCTA,* Contra Costa County, California: Resident Engineer and Structures Representative responsible for overall contact administration and quality assurance for construction on the $31M project. The project consisted of one new highway interchange, 3.0 miles of new highway alignment, two new signalized intersections, and nearly 400,000 cubic yards of imported borrow. In addition to the roadway items, the projected included four new overhead sign structures, six new bridge structures including two over an environmentally sensitive creek.

SB I-680 HOV Lane Completion and Express Lane Conversion, *CCTA,* Contra Costa County, California: Resident Engineer responsible for overall contact administration and quality assurance for construction on the federally funded $75M project. The project consisted of 5.0 miles of highway widening with a RHMA-O overlay and 17.0 miles of conversion from a HOV Lane to an Express Lane with one bridge widening, six retaining walls including two with soil nails, seventeen overhead sign structures, and four overhead card reader signal poles. In addition, the project included 22 new electrical service points, reconfiguration of an existing signalized intersection, realignment of a loop on-ramp, and the relocation of the Backhaul (fiber optic) Communication Network.

Atlas Road Extension Improvements, *East Bay Regional Park District,* Richmond, California: Resident Engineer and Structures Representative responsible for overall contact administration and quality assurance for construction on this $5.6M project. The project consisted of one new precast prestressed concrete super girder bridge (girder length of 140 feet) over UPRR ROW for a new park entrance. In addition, the project provides two new buildings and utilities including natural gas, electric power, telecommunications, fire suppression water, domestic water, irrigation water, and sanitary sewer with a duplex pump lift station.

On-Call Construction Management and Inspection, *Contra Costa County,* Various Locations, California: Resident Engineer responsible for contact administration and inspection for the projects listed below in accordance with the Caltrans Construction Manual and the Caltrans Local Assistance Procedures Manual for federally funded projects. Also responsible for public outreach and communication with property owners.

- Balfour Road Shoulder Widening included 3.0 miles of roadway widening from an 18' pavement width to 36' pavement width utilizing cold-in-place recycling. In addition, the project includes paved shoulders, installation of storm drain ditches, relocation of existing utilities, and new left turn lanes in three locations.
- Byron Highway at Camino Diablo Intersection Improvements was a federally funded project that included the installation of new traffic signal lights and road improvements to accommodate the addition of left turn lanes on three of the four legs at the intersection and relocation of existing utilities.

YEARS OF EXPERIENCE
2

YEARS WITH FIRM
2

LOCATION
Modesto, CA

EDUCATION
BS, Civil Engineering, University of California Davis

REGISTRATIONS & CERTIFICATIONS
Engineer in Training CA #168737

CHAD BAKER, EIT

Assistant Resident Engineer, Office Engineer

Chad Baker has 2 years of experience in heavy civil highway construction. Chad's responsibilities have included performing all duties associated with being an office engineer. Typical duties include project management /contract administration, maintaining of project files and logs, processing pay estimates, weekly statement of working days, review and coordination of submittals and RFIs, review of certified payroll, monthly quantity calculations, scheduling and reviewing invoices for material testing and sampling.

RELEVANT EXPERIENCE

SR 132 / SR 99 Interchange and West Freeway / Expressway – Phase 1, *City of Modesto,* Modesto, California: Assistant Resident Engineer and Office Engineer responsible for overall contact administration and quality assurance for construction on the $92M project. The project consists of one new highway interchange, 3.0 miles of new highway alignment, four new signalized intersections, and two new ramp couplets. In addition to the roadway items, the projected included six new overhead sign structures, seven retaining walls including two with ground anchors, five new bridge structures including one over State Route 99.

Woodward Island Bridge (Ferry Ramp Replacement) Across Middle River, *San Joaquin County,* San Joaquin County, California. Assistant Resident Engineer and Office Engineer responsible for overall contact administration and quality assurance for construction on the $16.5M project. The project consisted of consisted of constructing a new 674 foot 7-span bridge with prefabricated removable steel center span to replace the existing Ferry System. The key elements of bridge construction utilized CISS piles placed in the Middle River, CIP pier caps, precast girders (post-tensioned) and light weight concrete decking. Site improvements consisted of maintaining island access for the local landowners, levee embankment and import borrow, roadway reconstruction and realignment, drainage improvements and vegetated bioswales, high boat traffic volumes, building demolition, ferry and bridge removal, dolphin and waterway navigation facility installation, complex staging (including marine vessel staging within the Middle River), removable span testing, interfacing with permitting agencies such as USCG and State Oversight for strict schedule, and environmental restrictions.

YEARS OF EXPERIENCE
12

YEARS WITH FIRM
4

LOCATION
Modesto, CA

EDUCATION
AS, Civil Engineering, Reedley College

REGISTRATIONS & CERTIFICATIONS
CTM/AASHTO 105, 106, 201, 216, 217, 231 | Caltrans Certification Nuclear Gauge/Troxler | Troxler HazMat Certification | Troxler Radiation Safety Officer Certification | BNSF Railroad Certification, No. 64373501581 | 40 Hour Hazwhoper

BRICE EHOFF

Construction Inspector

Brice Ehoff brings over 12 years of experience providing construction inspection and project management services for public works improvement projects constructed to Caltrans standards. He is familiar with Caltrans' construction practices and has a good working knowledge of the Caltrans Standard Plans and Specifications, Construction Manual, Best Practices Manual, Materials Sampling and Testing Manual, Traffic Manual, and Survey Manual.

RELEVANT EXPERIENCE

SR 132 / SR 99 Interchange and West Freeway / Expressway – Phase 1, *City of Modesto,* Modesto, California: Construction Inspector responsible for civil, structural, and traffic control inspection on the $92M project. The project consists of one new highway interchange, 3.0 miles of new highway alignment, four new signalized intersections, and two new ramp couplets. In addition to the roadway items, the projected included six new overhead sign structures, seven retaining walls including two with ground anchors, five new bridge structures including one over State Route 99.

Richmond/San Rafael (RSR) Bridge Access Improvement Project, *Bay Area Toll Authority (BATA),* California: Construction Inspector responsible for civil, electrical, and traffic control inspection on the $50M project. The project consisted of converting the existing shoulder on eastbound I-580 to a peak-period use lane between Sir Francis Drake Boulevard (Marin County) and Marine Street (Contra Costa County). To allow for the peak-period use lane and maintain bicycle access to Point Molate in Richmond, the project replaced the current bicycle access on the I-580 eastbound and westbound shoulders with a separated bicycle/pedestrian path on the north side of I-580 adjacent to westbound traffic. In addition, the project included 60 electronic lane use signs, and two electronic variable message signs linked via fiber optic network and control systems, and significant traffic control on the Richmond / San Rafael Bridge.

Westside Parkway Phase I, *City of Bakersfield,* Bakersfield, California: Construction Inspector responsible for civil, structural, and traffic control inspection on the $28M project. The project consisted of a new 1.2 mile, six-lane, north-south arterial street from Rosedale Highway to Truxtun Avenue including three new bridges over the Kern River, Burlington Northern Santa Fe Railroad, and the future State Route 58 interchange. The project also included three new signalized intersections, 535,000 CY of imported borrow, and 25,000 tons of HMA paving.

On-Call Inspection, *City of Fresno,* Fresno, California: Construction Inspector responsible for civil and traffic control inspection on various projects. The projects consisted of HMA overlays, storm drain improvements, water line improvements and sound walls.

On-Call Construction Engineering and Inspection (06-0Q2604), *Caltrans,* California: Construction Inspector responsible for civil and traffic control inspection on the $7.8M project. The project consisted of repairing failed areas, replacing guardrails, and pavement rehabilitation with a RHMA-G overlay on State Route 65 from the south end of the Henderson Avenue undercrossing to the State Route 137 junction. Responsibilities included inspection of traffic control, soil subgrades, aggregate base, guardrail, and HMA pavement.

On-Call Construction Engineering and Inspection (06-0S3404), *Caltrans,* California: Construction Inspector responsible for civil and traffic control inspection on the $23M project. The project consisted of repairing failed areas, replacing guardrails, widened shoulders, drainage improvements, and pavement rehabilitation with a RHMA-G overlay on an 8-mile stretch of divided State Route 198 from Lovers Lane to just west of State Route 245.

YEARS OF EXPERIENCE
27

YEARS WITH FIRM
10

LOCATION
Modesto, CA

RYAN GEORGE

Construction Inspector

Ryan George has extensive construction management, inspection experience specializing in all phases of roadway, highway, bridge, and utility construction with strict environmental and permitting restrictions for Local, State, and Federal projects in California and Oregon. Ryan is well versed in assuring compliance with project plans and specifications per the Construction Manual, traffic control, preparing and managing quantity calculations for pay estimates, change order management, staged construction, traffic coordination, environmental compliance, public information coordination, SWPPP inspection and compliance monitoring, cost estimating, constructability reviews, submittal review and coordination, RFI review and coordination, field layout and verification, material testing and sampling, material procurement, labor compliance, project correspondence, OSHA safety standards, construction survey, and project closeout..

RELEVANT EXPERIENCE

SR 132 / SR 99 Interchange and West Freeway / Expressway – Phase 1, *City of Modesto,* Modesto, California: Construction Inspector responsible for civil, structural, and traffic control inspection on the $92M project. The project consists of one new highway interchange, 3.0 miles of new highway alignment, four new signalized intersections, and two new ramp couplets. In addition to the roadway items, the projected included six new overhead sign structures, seven retaining walls including two with ground anchors, five new bridge structures including one over State Route 99.

Hammer Lane Widening - Phase 3B, *City of Stockton,* Stockton, California: Construction Inspector responsible for civil and traffic control inspection on the $9.5M project. The project consisted of road widening from four lanes to six lanes for approximately 3500 feet between Alexandrea Place and Thornton Road including the Pershing Avenue intersection within San Joaquin County. Improvements included utility coordination, constructing new pavement, repairing existing pavement, removing and replacing curb, gutter, sidewalk, driveways and ADA ramps, bicycle lanes, left turn pockets at intersections, relocating street lighting, traffic signal modifications, storm drain upgrades, constructing raised median, landscaping and irrigation, traffic striping and pavement markings.

Thornton Road Widening ,*City of Stockton,* Stockton, California: Construction inspector responsible for civil and traffic control inspection on the $16M project. The project consisted of road widening from two lanes to four lanes for approximately 2.2 miles between Pershing Avenue and AG Spanos Boulevard. Improvements included constructing new pavement, signalized intersections, underground utility relocation / coordination, repairing existing pavement, removing and replacing curb, gutter, sidewalk, driveways and ADA ramps, bicycle lanes, left turn pockets at intersections, relocating street lighting, traffic signal modifications, storm drain upgrades, constructing raised median, landscaping and irrigation, restoration of adjacent properties, traffic striping and pavement markings.

Eight Mile Road Bridge Rehabilitation Over White Slough, *San Joaquin County,* California: Construction inspector responsible for civil, structural, and traffic control inspection on the $5M project. The project consisted of replacing the deck for the mechanical swing bridge spanning over White Slough with full width concrete steel grid deck panels requiring limited 2-to-4-hour full bridge closures to set the full width panels.

YEARS OF EXPERIENCE
36

YEARS WITH FIRM
15

LOCATION
Modesto, CA

REGISTRATIONS & CERTIFICATIONS
Engineering "A" License, Journeyman Card – Electrical

ROY ROBBERT

Construction Inspector

Roy Robbert has extensive electrical / civil construction / inspection experience on roadway and bridge projects built to Caltrans specifications. Roy has significant experience and expertise inspecting asphalt overlays, grading, storm drain, SWPPP, signs, pavement delineation, traffic control, utility relocations, and landscaping. His highway electrical work includes new traffic signals, loops, CMS, EMS signals, traffic management systems, bridge electrical, NAV lights, fender lights, AV lights, generation systems, back-up power, UPS systems, pump stations, tunnel lighting systems for highway systems, substations, power distribution systems. Roy also has worked on residential and commercial projects. Roy's unique perspective as both a contractor and inspector allow him to understand all aspects of the work.

RELEVANT EXPERIENCE

SR 4 / Sand Creek Road Interchange, *Contra Costa Transportation Authority,* California: Construction Inspector responsible for civil, electrical, and traffic control inspection on the $31M project. The project consisted of one new highway interchange, 3.0 miles of new highway alignment, two new signalized intersections, and nearly 400,000 cubic yards of imported borrow. In addition to the roadway items, the projected included four new overhead sign structures, six new bridge structures including two over an environmentally sensitive creek.

I-5 / French Camp Road Interchange and Sperry Road Extension, *City of Stockton,* California: Construction Inspector responsible for civil, electrical, and traffic control inspection on the federally funded $61M project. The project consisted of one modified highway interchange with two new loop ramps, 1.0 mile of new roadway alignment, two new signalized intersections, and nearly 500,000 cubic yards of imported borrow. In addition to the roadway items, the projected included two new overhead sign structures, five new bridge structures including one over an environmentally sensitive creek.

SR 132 / SR 99 Interchange and West Freeway / Expressway – Phase 1, *City of Modesto,* California: Construction Inspector responsible for civil, electrical, and traffic control inspection on the $92M project. The project consists of one new highway interchange, 3.0 miles of new highway alignment, four new signalized intersections, and two new ramp couplets. In addition to the roadway items, the projected included six new overhead sign structures, seven retaining walls including two with ground anchors, five new bridge structures including one over State Route 99.

Manthey Road Relocation, *City of Stockton,* California: Construction Inspector responsible for civil, electrical, and traffic control inspection on the $2.3M project. The project consisted of relocating Manthey Road to the west to create a new two new intersections with at French Camp Road by constructing 1.0 mile of new roadway and one new signalized intersection. Also responsible for public outreach and communication with property owners.

SR 99 / Central Galt Interchange, *City of Galt,* California: Construction Inspector responsible for civil, electrical, and traffic control inspection on the $35M project. The project consisted of two new bridge structures over State Route 99, new overhead sign structures, complex retaining walls, significant earthwork, complex staging, and public outreach.

SR 99 / Sheldon Road Interchange, *City of Elk Grove,* California: Construction Inspector responsible for civil, electrical, and traffic control inspection on the $33M project. The project consisted of one modified highway interchange that included one new bridge structure over State Route 99, new overhead sign structures, auxiliary lanes, storm drain, sewer and underground water infrastructure, a pumping plant, retaining walls, sound walls, and other ancillary civil improvements.

2. Proposed Scope of Services

2. PROPOSED SCOPE OF SERVICES

PROJECT UNDERSTANDING

As the leading transportation CM firm in California, WSP is focused on transportation infrastructure related to Caltrans highway and City roadway projects. We have extensive local experience, particularly in the specialized area of constructing interchanges within Caltrans Right-of-Way. Utilizing Caltrans procedures and the Local Assistance Procedures Manual (LAPM) as our baseline, WSP has developed a comprehensive approach to the provision of construction management and inspection services that consistently results in efficient performance and successful project completion. WSP knows that the project is vital to:

- Improve circulation and efforts to develop a 120-acre family entertainment zone bookended by Great Wolf Lodge and Big-League Dream sports complex on Manteca's westside.
- Reduce traffic on the Airport Way corridor and substantially improve circulation in the Costco-FEZ area.
- Provide freeway access to more than 3,000 homes already approved immediately to the south and west of the interchange location.

As such, public and stakeholder support for the project is high and the City, Caltrans, San Joaquin Council of Governments, and San Joaquin County are all eager for this project to be completed. WSP's approach to your project is to fast-track opening of the new interchange in 12 months, practice tight cost control, maintain public support, and build a quality product for the City, Caltrans, San Joaquin Council of Governments, and San Joaquin County. To accomplish this approach, our CM team will be proactive and totally committed to the project.

The graphic shown below provides an overview of a typical scope of services, divided into preconstruction, construction, and post construction phases. We have reviewed the scope of services in your RFP, and we will deliver all the services listed as we have on similar prior projects. Following, we have expanded on the scope of services specified in the RFP.

PRE-CONSTRUCTION

- Constructability/Biddability Review
- CM Staffing Plan/Project Management Plan
- Review Design Plans/Project Implementation
- Perform Preconstruction QA review of 100% PS&E/Provide Comments
- Prepare Project Schedule
- Analyze Project Traffic Management Plans
- Review Project Staging Plans
- Review Permits/Agreements including Environmental Commitments
- Attend Project Developments Meetings
- Schedule/Coordinate/Host Pre-Construction Meeting with Contractor & City
- Risk Register

CONSTRUCTION

- Traffic Management Coordination
- Coordinate/Assist Contractors, Surveyors, Materials Testers, Design Engineer, other agencies, utilities, and other parties.
- Maintain Close Contact w/ the City
- Provide On-Site Resident Engineer
- Review all City and contractor correspondence
- Schedule/Coordinate/ Conduct/Attend Weekly Meetings
- Monitor Project Safety, IIPP, Cal/OSHA regulation & requirements
- Schedule Management
- Progress Meetings
- Prepare Weekly Statements of Working Days
- Prepare/Submit Monthly Progress Reports to City
- Review Contractor's Initial Schedule
- Review Quantities
- Prepare Monthly Progress Payments Recommendations
- Prepare/Submit Monthly Progress Payments to City
- Review/Monitor/Log Contractor RFIs
- Provide Design-related RFIs to Design Engineer
- Lead Meetings with City, Contractor & other parties to resolve outstanding RFIs
- Collect, log, review, distribute, track and respond to all contractor materials submittals
- Contract Change Orders
- Construction Observation/Inspection
- Claims Management
- Record Drawings
- Labor Compliance
- Public Outreach
- Environmental Coordination/Meeting
- SWPPP

POST-CONSTRUCTION

- Project Closeout
- Review Punch List items
- Resolve Outstanding Contract Change Orders
- Global Settlement
- Dispute Resolution
- Arbitration Meetings
- Review/Process for Final Payment

Task 1 - Pre-Construction Services

→ Pre-Construction Conference (Task 1.1)

WSP will prepare and conduct a pre-construction conference with the City, Caltrans, contractor and key subcontractors, designer, utilities, and members of all stakeholder groups. WSP will develop an agenda and take, prepare, and distribute meeting minutes to all attendees. Topics for the pre-construction conference will be as identified in the contract documents including submission of the CPM baseline schedule, Storm Water Pollution Prevention Plan, Traffic Control Plans, and the procurement of materials.

Due to current supply chain issues, ordering materials early will significantly reduce the risk of the project not being completed on time so it is essential that this is discussed during the pre-construction conference.

Deliverable to the City: Meeting agenda and minutes.

Performed By: Eric Lilly

→ Labor Compliance (Task 1.2, 1.3)

In accordance with the Caltrans Local Assistance Procedures Manual, WSP will review the contractors' certified payrolls, including fringe benefit statements, in accordance with prevailing wage rates set by the California Labor Code. We will also interview contractor personnel to verify pay rates, training, and wage and labor poster locations. Eric stays current on all labor code changes and will update Chad and our inspectors on these changes. Reviews of proposed subcontractor substitutions and equal employment opportunity practices will also be performed. Your project is federally funded therefore WSP will verify that the higher of Davis Bacon or State prevailing wages are paid. Other key labor compliance tasks that are required for federally funded projects include DBE participation, Federal Aid Training Program for Apprentices, EEO reporting, trucking, and female / minority utilization. WSP is well versed in these requirements due to our experience on federally funded projects.

Deliverable to the City: Verified certified payrolls, employee wage interviews, and current liability insurance.

Performed By: Eric Lilly, Chad Baker, Inspector(s)

→ Constructability Review (Task 1.4)

WSP has "raised the bar" by providing extremely thorough reviews that have resulted in thousands of upgrades to contract documents over the past 25 years. We focus not only on constructability (plan sheets, construction details, traffic staging, physical improvements) but also on biddability at 100% design which entails a detailed review of the contract documents from a "worst case bidder / contractor" perspective. Items to be reviewed include the special provisions, plans, engineer's estimate, bid book, permits and informational handouts. Most claims originate with the special provisions, which WSP tightens by recommending modifications that would further protect the City by transferring your risk to the contractor. WSP has conducted reviews for many local cities including Manteca, Stockton, Elk Grove, Modesto, Galt, Davis, and many others. In fact, we have performed repeat constructability reviews for most of our clients which is an indication of their satisfaction with our reviews and construction management services. Our top constructability reviewers in Northern California are also proposed for your project.

Working with the designer as part of the review process greatly enhances the quality of the contract documents, decreases your risk, and saves you money. For example, the City of Stockton's I-5 / French Camp Road Interchange and Sperry Road Extension Project consisted of five (5) separate bridges – three (3) of which were over railroad right-of-way. WSP provided many comments primarily focused on construction staging, environmental permit compliance, utility coordination, railroad coordination, and special provision language to protect the City from claims. Meetings with the designer were very productive and the result was that the project finished ahead of schedule and contract change orders were 2.8% of the construction cost. Industry standard for these types of projects is 10% and higher if major delays were encountered.

Deliverable to the City: Comments log with a placeholder for responses.

Performed By: Bart Littell, Eric Lilly, Scott Frenette

Segment 2			
Item Description	Cost Savings	Item Description	Cost Savings
Retaining Wall Elimination	$500,000	Packaging Laurel Rd. with Package 2	$1,000,000
Recalculate Earthwork Package 1	$50,000	Constructing west abutment for Low Expansion under Package 2	$600,000
Drainage System #11 Mods	$20,000	Revising special provisions for Low Expansion Materials (LEW)	$1,000,000
Underdrain Detention	$15,000	Delete Freeway Service Patrol	$120,000
CCWD Lateral 7.3 Changes	$250,000	Early construction of Storm drain adjacent to DWD Blending Facility	$82,000
Allowing Hillcreast as a return Haul Route	$250,000	Revising Nelson Ranch Grading	$60,000
Placing Lone Tree UC Fills during Package 1	$200,000	A.C. Oil Index	$650,000
Segment 3			
Item Description	Cost Savings	Item Description	Cost Savings
Marsh Creek Road Staging	$3,000,000	Revising Special Provision for LEM	$150,000
Earthwork Reduction	$4,300,000	Delete Freeway Service Patrol	$60,000
		Total	$12,307,000

WSP's constructability/biddability review on SR4 Bypass Projects resulted in savings of $12.3M – plus many more avoided claims.

> *"...the entire $230M State Route 4 Bypass Program, which consisted of eight separate projects, was constructed with a cumulative total of 3% change orders. There is no doubt that WSP's detailed constructability and biddability reviews were a large contributor to the change order costs being well below industry standards. It is quite possible that WSP actually paid for themselves via avoided change orders and claims."*
> - **Dale Dennis, Program Manager SR4 Bypass Program**

→ Analyze Project Traffic Management Plan (TMP) (Task 1.5)

WSP has extensive experience implementing, monitoring, and enforcing TMP's for complex transportation projects. A large measure of success for this project will be a positive public perception which starts with a TMP geared toward safety and public convenience. WSP will review the TMP assuring that it conforms to the Caltrans Transportation Management Plan Guidelines and properly considers local constraints and conditions including permits, agreements, and environmental commitments.

Deliverable to the City: Comments log with a placeholder for responses.

Performed By: Eric Lilly

→ Baseline Schedule Review (Task 1.6)

WSP will review the CPM baseline schedule to assure conformance with the contract, including allowable resident engineer review times for key submittals, appropriate environmental and seasonal work constraints, construction staging, utility coordination, traffic control, and key procurement activities. WSP will also review contractor sequence and logic or work activities for accuracy and reasonableness.

Deliverable to the City: Contractor CPM baseline schedule, letter to contractor with comments and deficiencies.

Performed By: Eric Lilly, Scott Frenette

→ Attend Project Development Meetings (Task 1.7)

Eric will attend meetings with the Project Development Team to aid in the design review process and contract administration procedures for the project. Eric's extensive experience administering large, complex transportation projects from cradle to grave for numerous public agencies coupled with his tireless, thorough approach will aid in the delivery of a successful project.

Deliverable to the City: Comments log with a placeholder for responses.

Performed By: Eric Lilly

→ Review Material Related to Dispute Resolution (Task 1.8)

WSP prefers to settle disputes through Partnering but we are familiar with all current industry techniques for dispute resolution. We will support and advise City staff to insert dispute provisions in the construction contract that the City prefers. In the event of a claim during construction, WSP's experienced claims staff will review claims materials, the contractual provisions governing the issues, and provide written recommendations and / or support the City.

Deliverable to the City: Written recommendations to dispute resolution.

Performed By: Eric Lilly, Scott Frenette

→ Safety and Health (Task 1.9)

Safety can never be emphasized enough on a construction project. Every project has its safety concerns and specifically for this project, some key safety items stand out. These include maintaining safe vehicular traffic flow on McKinley Avenue and State Route 120, allowing the safe passage of pedestrian and bicycle traffic through the project site, heavy equipment, and complying with the contractor's site-specific safety plan

/ code of safe practices. If the contractor is observed performing an activity that appears unsafe, Eric will take immediate action without hesitation.

Your project is in a high-profile area and Eric will ensure that the site is always kept clean. Maintaining a clean and tidy work area is an often-overlooked component that is critical to safety. Construction crews are always prone to the dangers of operating heavy equipment however the most common construction injuries are related to an unorganized work area. Keeping the site clean not only reduces the probability of slips and falls within the work area but protects the health of the surrounding environment and communities. Eric's I-680 Express Lane project never received any complaints related to general site cleanliness or registered any injuries due to slips and falls and he will ensure that your project achieves the same results!

WSP employees are familiar with CAL OSHA regulations and are also required to conduct biweekly safety meetings on relevant safety topics. Safety training is provided to employees as needed and we require that all projects have a safety/emergency bulletin board with the project specific code of safe practices and emergency phone numbers will be posted. WSP will prepare a project specific safety plan and develop a project specific risk register which will identify any critical project risks. WSP maintains a safety manual that contains all company safety related information, policies and procedures. Eric will complete weekly construction safety inspections utilizing the Caltrans checklist and include a safety topic agenda item for each weekly meeting to ensure constant safety awareness on the project. WSP inspectors also attend the contractor's tailgate safety meetings with the construction crews.

Deliverable to the City: Safety Plan, Risk Register, and weekly construction safety inspections.

Performed By: Eric Lilly, Inspector(s)

Storm Water Pollution Prevention Plan (SWPPP) (Task 1.10)

As a registered QSD, Eric will review the SWPPP to ensure compliance with the contract documents including the Construction General Permit, temporary erosion control plans, and specified drainage inlet protections. Review of the SWPPP will be completed in the timeframe identified in the Caltrans standard specifications for the risk level 1 project. Eric will not allow the contractor to begin any ground disturbing activities prior to approval of the SWPPP.

Deliverable to the City: Letter to contractor with comments and deficiencies.

Performed By: Eric Lilly

Document Control (Task 1.11)

Due to numerous project stakeholders and construction personnel that need information concerning your project, WSP will utilize Microsoft SharePoint, a cloud-based document control system. SharePoint is fully customizable, nonproprietary, off-the-shelf, dynamically configurable tool which allows the entire project team to consolidate, communicate, and collaborate information and activities from anywhere and on any device including mobile phones and tablets.

Eric knows how to use SharePoint to its fullest capability in terms of a project management tool as WSP is on the forefront in taking construction management to an electronic format! Project stakeholders and construction personnel will have access to SharePoint since team members office locations are in multiple locations. Moreover, if allowed by the City, we could request for the contractor to use SharePoint for submission of submittals, Requests for Information (RFI's), and other contract requirements which require a workflow and keep your project truly paperless. Contractors simply email submittals directly to the site and workflows can be created to process approvals with an electronic signature. The result is quicker approvals, improved accuracy and superior document tracking, all while increasing transparency.

WSP will maintain the website and load files and information onto the site for access by team members, as identified at the preconstruction meeting. Firewalls would be set up so certain users only have access to certain areas (i.e. certain information would be hidden from those that did not have access to information considered confidential). **SharePoint software and web hosting will be offered at no cost for this project!**

Deliverable to the City: SharePoint website for contract administration.

Performed By: Eric Lilly

Task 2 - Construction Management Services During Construction

Coordination (Task 2.1)

For your project to proceed in an efficient manner, all team members need to be well informed. WSP will utilize phone conversations, emails, weekly meetings, monthly reports, and other communication methods to keep the City, Caltrans, and other key stakeholders in the

loop. These methods of communication are discussed throughout our Scope of Services.

Working with the City, our team will develop contingency plans for issues that could potentially come up and stall your project. Some potential issues include late opening of lane closures, utilities, hazardous materials, permit/ environmental impacts, and subsurface conditions. Should any of these issues surface, our team will notify the City and be able to implement an action plan immediately.

Deliverable to the City: Correspondence to City, contractor, stakeholders and third parties.

Performed By: Eric Lilly

→ Construction Inspection (Task 2.2)

Eric will implement inspection guidelines for monitoring the quality of the contractor's work. Performing quality inspections requires both technical experience and judgment, which will be carried out by a highly qualified, competent team of construction engineers/inspectors with specific disciplinary expertise and familiarity within the Caltrans and local standards and specifications. Each member of the team will become familiar with the construction drawings and specifications, as well as the contract documents that are incorporated into the design by reference. Inspectors will be required to be familiar with a variety of other information, including permit and license terms and conditions, safe work rules within the right-of-way, any applicable provisions of environmental mitigation/protection plans and procedures and the project schedule.

Daily reports recording contractor work activities including labor, equipment, and material will be prepared by the inspectors daily. Eric will review and approve each daily report before the daily report is placed in the construction files. Our construction inspectors will notify the resident engineer immediately upon witnessing any materials, installation process, or levels of quality that do not meet the requirements of the contract documents. Using a Noncompliance Report, they will immediately notify the contractor of such deviation and recommend corrective action. Copies will be forwarded to the City and Caltrans if desired.

During the progression of work on the project, inspectors will take daily photos and/or videos of the site. In addition, photos and/or video will be taken during critical elements of the work, such as traffic switches, change orders, disputes, etc. These photos will enhance the inspector's daily reports to provide an accurate and objective "snapshot" of the work at that time. Photos and videos will be uploaded into the appropriate file category, which the City will always have remote access to. At the close of the project, all media will be transferred to the City, along with all other project files.

Eric will assure all inspectors have copies of approved submittals, change orders, and RFIs. Extra work that is performed as force account will be detailed as a separate activity on the inspector's daily report. The inspectors will track labor, equipment and materials necessary to complete the force account work. During this process, inspectors will have an open dialogue with the project foreman and /or superintendent and agree at the end of shift on all labor, equipment and material that were utilized for extra work. This will be documented on a tentative extra work agreement that will be signed by both the inspector and the contractor. This document will be attached to the daily report that will be used for verification for payment by the office engineer upon receipt of an extra work bill. This process is also utilized for any disputed / claimed work to assure adequate segregation between contract item work and extra or disputed work.

Inspectors will document critical elements of work with daily reports, photos, and videos.

Deliverable to the City: Daily inspection reports, photo documentation, and tentative extra work agreements.

Performed By: Eric Lilly, Inspector(s)

→ Field Office (Task 2.3)

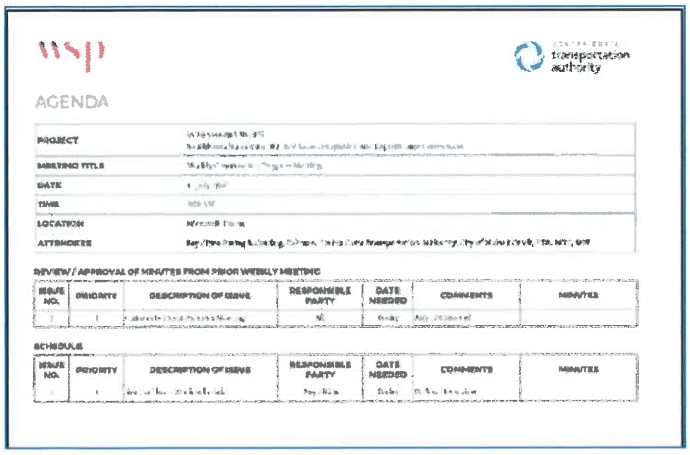
WSP will coordinate with the contractor at the City's direction to set up and organize a field office. Eric will work with City staff to identify field office requirements and verify that these will be provided by the contractor.

Deliverable to the City: Coordinate field office setup with the contractor.

Performed By: Eric Lilly

→ Construction Meetings (Task 2.4)

WSP will hold regularly scheduled weekly meetings with the City, Caltrans, contractor, and other stakeholders or entities as needed. WSP, in conjunction with City input, will prepare agendas and minutes which will be sent to all attendees. Typical agenda topics for include acceptance of prior minutes, schedule, change orders, safety, public relations, utilities, RFI's, submittals, environmental, miscellaneous action items, and additional questions /comments. WSP will also hold other task specific meetings such as pre-paving and traffic handling meetings. These meetings will be used to address specific contractual and safety issues to assure there are "no surprises" when the work commences.



AGENDA

PROJECT	
MEETING TITLE	
DATE	
TIME	
LOCATION	
ATTENDEES	

REVIEW / APPROVAL OF MINUTES FROM PRIOR WEEKLY MEETING

ISSUE NO.	PRIORITY	DESCRIPTION OF ISSUE	RESPONSIBLE PARTY	DATE NEEDED	COMMENTS	MINUTES

SCHEDULE

ISSUE NO.	PRIORITY	DESCRIPTION OF ISSUE	RESPONSIBLE PARTY	DATE NEEDED	COMMENTS	MINUTES

WSP will prepare the weekly meeting agenda and distribute it to all invitees.

Deliverable to the City: Meeting agenda and minutes, action items.

Performed By: Eric Lilly, Chad Baker

→ Progress Reports and Meetings (Task 2.5)

WSP will attend monthly status report meetings with the City to review detailed construction progress and budget status. WSP will also provide monthly detailed progress reports to the City, Caltrans, and other stakeholders to document the following:

- Schedule status including the estimated completion date and the number of working days completed to date.
- Budget status including approved contract change orders, pending contract change orders, remaining construction budget, and amount paid to date.
- Summary of work activities with photos completed in the month.
- Summary of change orders, coordination efforts, construction issues, and utility coordination updates.
- Any other information requested by the City, Caltrans, or other stakeholders.

Deliverable to the City: Monthly progress reports, project history and labeled pictures with a log

Performed By: Eric Lilly

→ Project Schedule (Task 2.6)

In order to reduce costs and minimize inconvenience to the public, it is critical to fast track this project with strong schedule oversight/management. WSP is very experienced in schedule management and places a huge emphasis on schedule management because delay claims are very costly. WSP's scheduler, Scott Frenette, is a former contractor scheduler and is an expert at discovering contractor scheduling tactics that may inflate the impacts of delays, especially on earthwork projects. One of the keys to schedule management is building "owner float." This not only protects the City, but it keeps the contractor from attempting to artificially create delays which would affect the ultimate completion. Schedule management is a key issue because complex schedule-related claims have become more common.

WSP will always know the controlling item of work. We will have the foresight to eliminate potential impacts to the controlling item, by proactively pursuing early resolution.

In the event of delay claims by the contractor, WSP will incorporate our knowledge of construction industry standard practice, the accepted baseline schedule, and detailed schedule analysis so that the contactor is made whole - but does not receive more compensation than necessary. WSP will also look at ways to "make up" any delays that could be attributable to the City through careful schedule analysis.

PROJECT	OWNER FLOAT (WORKING DAYS)
I-80/I-680 Interchange Program	90
Cypress Avenue Bridge Replacement	25
SR-99/Sheldon Road Interchange	43
SR-99/Central Galt Interchange	100
March Lane Grade Separations	40
SR-4 Gap	56
SR-4 Bypass - Segment 1, Package 1	22
SR-4 Bypass - Segment 1, Package 2	96
Napa Bridge Replacement Program	56
SR-238 Mission Boulevard	40
SR-4/Sand Creek Interchange	13

"WSP is on the cutting edge of schedule management and the use of Owner Float to mitigate Owner-caused delays. WSP has developed their own CPM schedule specification and this specification, coupled with their proactive construction management techniques, are highly successful in protecting the Owner's interests. As a result, there were no net Owner-caused delays on the $230M SR4 Bypass Program which consisted of 8 separate construction projects."
-Dale Dennis, Program Manager
SR4 Bypass Program

Deliverable to the City: Progress schedules and schedule correspondence.

Performed By: Eric Lilly, Scott Frenette

Budget Control (Task 2.7)

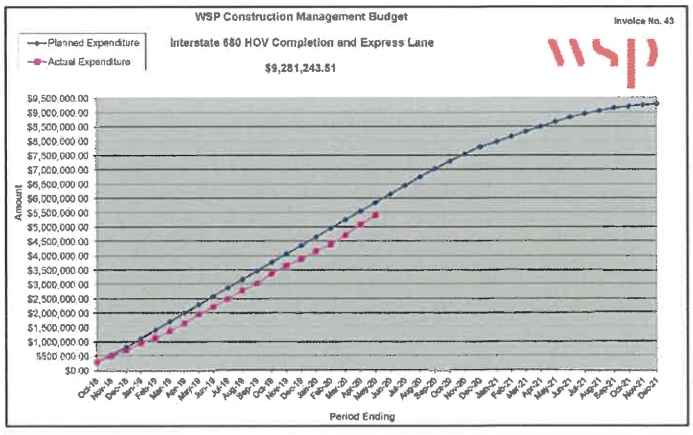
Cost control is critical for this project. WSP will pursue and implement the most cost-effective solutions that meets the design requirements and do it in an expeditious manner as we understand that time is money for everyone. Thus, WSP will practice extremely tight cost control for this project. Our team members are experts in construction costs and determining appropriate payment for change orders. No matter what the payment approach will be, the contractor will be made whole – but they will not earn a windfall. Eric's Sand Creek and I-680 Express Lane projects both completed with less than 4% field directed CCO's.

WSP's budget control monitoring techniques consist of:

- Credit change orders.
- Providing cost reports.
- Maintaining accurate records.
- Using WSP's online file system to control document files.
- Overseeing schedule management.
- Acting on RFIs in an urgent manner.
- Preparing, negotiating, and administering Contract Change Orders.
- Developing monthly quantity sheets, monthly progress pay estimates, and proposed final pay estimate.
- Monitoring compliance and completeness of Labor Compliance submittals.
- Resolving initial potential claim records (IPCR's) to avoid claims.
- Reviewing and monitoring CM budget versus project schedule for cost-to-complete reports.

WSP is committed to finishing each project within a reasonable cost. Our philosophy is that if we can perform an additional service at no additional cost, then we will.

In terms of the CM Budget, WSP will efficiently move personnel on and off the project as demand dictates or as the agencies require. WSP has several other large projects in the area within 30 minutes, which will allow for efficient use of resources. Eric will monitor CM costs monthly and provide detailed reports with cost performance curves to the City on the status of our contract expenditures – including all of our team members. Should costs begin to look awry, Eric will inform the City immediately and take appropriate action to mitigate. Locally, WSP has been very successful at managing our CM budgets. We were on or below our CM budgets for many projects including Sand Creek (7% under budget), I-680 Express Lanes (15% under budget), and the Napa Bridge Program (13% under budget).



Cost performance curves will be used by WSP to monitor costs

Deliverable to the City: Cost reports, monthly cost performance curves.

Performed By: Eric Lilly

→ Resident Engineer Functions (Task 2.8)

Eric will perform all resident engineer functions as required by the contract documents and the Caltrans construction manual including the supplement for local agency resident engineers. As the City's resident engineer, Eric will be responsible for providing contract administration and quality assurance on your project.

Deliverable to the City: Resident Engineer's Report of Assignment, Resident Engineer's Daily Report, Weekly Statement of Working Days, and other forms listed in Section 5-101 of the Caltrans Construction Manual.

Performed By: Eric Lilly

→ Project Submittals and Shop Drawings (Task 2.9)

WSP will place the highest emphasis on management of submittals and shop drawings. WSP will work closely with the City, designer , and key stakeholders during submittal and shop drawing reviews. For project submittals and shop drawings management, WSP will maintain a log and manage the shop drawings, product data, and sample/submittal process. We will routinely review the log and ascertain that:

- All look-ahead schedules and the logs contain critical submittal and shop drawing dates.
- Submittals and shop drawings from the contractor are received, logged, and processed on time.
- Submittals and shop drawings are reviewed in a timely fashion and returned to the contractor to minimize or eliminate lost production time.
- Logs are updated daily.
- All disapproved submittals and shop drawings receive prompt review by the designer the CM staff and that City is made aware of any potential or actual technical and/or schedule impacts.
- Submittals and shop drawings have been approved and returned before associated work has begun.
- All submittals and shop drawings are maintained in files per City procedures which will allow for easy transfer to the City at project completion.
- Push for prompt reviews when submittals and shop drawings are sent to the designer or outside agencies.

Coordination and processing of submittals and shop drawings will be managed with a submittal log which will be reviewed daily to ensure timely reviews and approvals.

Deliverable to the City: Submittal tracking log and approved submittals and shop drawings.

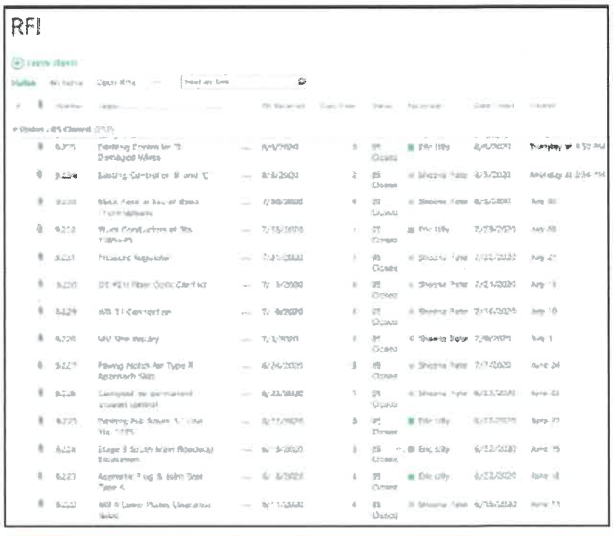
Performed By: Eric Lilly, Chad Baker

→ Request for Information (RFI) (Task 2.10)

WSP has developed procedures to provide timely responses to all RFI's and requests for changes. Within Microsoft SharePoint, WSP has developed a customized RFI Module which will streamline this process. As it is vitally important for the team to provide accurate and rapid response to RFI's, SharePoint will allow real time communication between the team, City, Caltrans, designer, and any other applicable agencies in which information can be rapidly disseminated. Eric is an expert at responding quickly to RFI's to assure proper protection of the City against unwarranted delay and impact claims. We will review RFI's and determine if we can provide a response as a clarification to the specifications or if the RFI needs to be forwarded to another party as we understand that WSP is not authorized to make any deviations from the contract documents.

Deliverable to the City: RFI log and RFI responses.

Performed By: Eric Lilly



WSP will always know the status of all RFIs.

→ Materials Submittals (Task 2.11)

Please see Project Submittals and Shop Drawings (Task 2.9)

Deliverable to the City: Submittal tracking log and approved submittals and shop drawings.

Performed By: Eric Lilly, Chad Baker

→ Schedule of Values (Task 2.12)

WSP will review the schedule of values for lump sum bid items for which a schedule of values is specified to be submitted. Eric will ensure that the schedule of values is reasonable and can be used for monthly progress payments of lump sum bid items. Eric will also verify that the amounts for the work units listed in the schedule of values equal the lump sum price bid for the bid item.

Deliverable to the City: Review of schedule of values.

Performed By: Eric Lilly, Chad Baker

→ Progress Payments (Task 2.13, 2.14)

Our team will review the contractor's monthly progress payment request by comparing reported activity progress and payment request against observed progress during construction. We will verify the requested progress is consistent with our documentation and construction observation. WSP will request required supporting documentation from the contractor when appropriate. Upon final review, we will issue our recommendation to the City regarding payment amount.

Payment for all approved change order work performed during the month will be included on each monthly progress payment as well as payment for material on hand but not in place, if applicable, per the construction contract. All administrative deductions, credits, and withholds will be clearly shown on the pay estimate along with retention.

Deliverable to the City: Certified payment request, quantity calculation sheets, review/sign contractor extra work bills.

Performed By: Eric Lilly, Chad Baker, Inspector(s)

→ Contract Change Orders (Task 2.15, 2.16, 2.17)

Eric will review necessary and desirable changes to the project, advise the City of change impacts and, if required, make recommendations regarding the resulting change order costs. To achieve this, WSP will:

- Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- Obtain appropriate concurrence from City, Caltrans, and other stakeholders, as required for change orders that modify the design.
- Review change order cost estimates; assess the merit/impact of the proposed change on the contractor's schedule and operations; and prepare a written report summarizing the impact in terms of extra costs, costs savings, schedule, and effect on other contractor obligations.
- Evaluate the contractors price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts. In the event the contractors price proposal does not match our evaluations, WSP will negotiate a fair and reasonable price before recommending the change to the City.
- Prepare change orders and attachments after obtaining concurrence from other agencies, as applicable.
- Maintain a change order log as a means of tracking change order proposals through the review and approval process.
- Process payments for change order work.
- Establish files for potential change orders or claims to develop a record of documentation, should the issues result in a change order or claim.

Deliverable to the City: Logs of potential and issued change orders and potential claims, partnering with contractor to reduce disputes.

Performed By: Eric Lilly

→ As-Built Plans (Task 2.17)

WSP will keep an up-to-date set of as-built drawings in accordance with the Caltrans Construction Manual. For quality control purposes, a certified log tracking all entries will be attached to the front page of the as-built drawings. Final as-built drawings will be prepared and transferred to the City and designer so that electronic drawings can be prepared. WSP is aware that there is a great emphasis on the timely completion of as-built drawings recently so WSP will complete the as-built drawings quickly to please City staff. Eric will also ensure monthly that the contractor is also complying with this requirement.

Deliverable to the City: As-built red line drawings from the contractor, and final as-builts.

Performed By: Eric Lilly, Inspector(s)

→ Labor Compliance (Task 2.18)

Please see Labor Compliance (Task 1.2, 1.3).

Deliverable to the City: Verified certified payrolls, employee wage interviews, and current liability insurance.

Performed By: Eric Lilly, Chad Baker, Inspector(s)

Task 3 – Public Outreach

→ Coordination (Task 3.1, 3.2)

WSP understands the local accountability of the City, Caltrans, and San Joaquin County. As such, public relations will be given the highest priority. WSP has teamed with AIM Consulting to provide the Public Outreach services for this project. Eric and AIM will as a first step, work closely with the contractor, City, and Caltrans to develop and implement a Public Outreach Plan, outlining anticipated impacts and outreach opportunities to project neighbors, motorists, and other stakeholders. Leveraging the City's knowledge of the project, the corridor, and the outreach work throughout the environmental review process, our team will build upon the City's and Caltrans' existing database for the project to further define target audiences, messages, media and public inquires, communications tools, and a timeline for implementation. During construction, Eric and AIM will work closely with the City and Caltrans to ensure coordinated messages to the public.

Effective communication of construction activities that affect motorists and residents along the corridor presents a key communications challenge. Advanced notification to goods and services providers, residents and local businesses will be accomplished through traditional and social media outlets as defined in a Traffic Management Plan. As a part of the Traffic Management Plan, Eric will develop and distribute a weekly lane closure schedule to key stakeholders, emergency personal and interested members of the public. Eric will also draft Media Advisories for full ramp closures and significant traffic switches, for review and distribution by the City. Eric will coordinate with AIM to update the project website and provide newspaper updates on an ongoing basis to include the proposed lane closures for the week, providing residents with real time lane closure information. In addition, Eric will coordinate with the City to provide real time lane closure information via a project specific Twitter feed. This multifaceted approach will provide maximum outreach for critically sensitive closure information. WSP and AIM will provide status updates to the City for City Council updates as well.

Deliverable to the City: Public Outreach Plan, Media Advisories.

Performed By: Eric Lilly, AIM

→ Coordinate with Local Business Owners and Residents (Task 3.3, 3.5)

Eric will be responsible for grass roots public relations at the job site level, and he will be armed with real time jobsite and schedule knowledge. As such, Eric will be the first line of contact for the residents and businesses that are located near or within the project limits. Before work begins, WSP recommends a public meeting to discuss schedules, access, and specific work construction operations. Eric will be established as the primary contact and will collaborate with the contractor to provide easy and safe access to adjacent residents and businesses. For those people that do not attend the meeting, Eric will personally contact impacted residents and businesses on the project and he will provide specific project information for mailings and notices. Eric will also establish strong relationships with the public and work hard to mitigate project impacts. Eric has shined at performing extensive public outreach to cities, residents, businesses, and emergency services for the numerous high-profile projects and excelled at job site public relations and stakeholder coordination. Please check his references for verification of their outstanding performance and commitment.

Deliverable to the City: Public outreach log

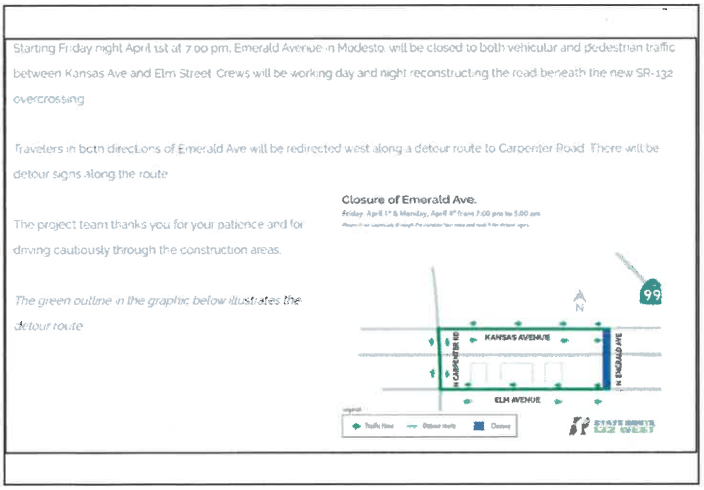
Performed By: Eric Lilly

→ Public Outreach Strategies (Task 3.4, 3.6)

The strategy for communications and outreach may include a crisis communications element detailing the protocols to be activated in the event of an unexpected incident or emergency, especially the appropriate and timely notification of to the City staff, coordination with public affairs officers at partner agencies, as appropriate, and an approach to media outreach and response. WSP intends to implement the Risk Communications and Protocols / Emergency Response Plan developed specifically for this project. Such a plan is essential for all construction projects and ensures that these

incidents, rather than resulting in negative media coverage or longer-term public perception issues, become opportunities to educate the public on the benefits, complexity, and importance of the project improvements.

AIM will assist Eric with a suite of traditional tools that are required to inform the public, project neighbors, including Great Wolf Lodge and adjacent developers, and other key stakeholders about the project. These tools will include management of the existing project database, establishment of a project website, newspaper updates, 24-hour hotline, weekly construction and traffic advisories, fact sheets, and other informational materials. In addition, stakeholder meetings can be held to inform project neighbors and interested parties about construction updates or issues, along with flyers, press releases, and letters to elected officials. All outreach communications will be multi-lingual and culturally sensitive.



AIM is currently operating a project website for the SR 132 project in Modesto and will provide a similar website for your project.

Deliverable to the City: Project website, newspaper updates, 24-hour hotline, traffic advisories, and fact sheets.

Performed By: Eric Lilly, AIM

→ Groundbreaking / Ribbon Cutting (Task 3.7)

With direction form the City, WSP and AIM will plan an in-person groundbreaking and ribbon cutting ceremony for the project. AIM will coordinate with the City and WSP to develop a list of elected officials, project team members and partners to invite to the event. In support of the groundbreaking ceremony, AIM will coordinate a run of show including a list of speakers and talking points, develop and distribute a Save the Date and an electronic Invitation, plan and manage event logistics, create an event program, develop, and update a project fact sheet, draft and distribute a media advisory and media release for the event, and support the City as needed.

Deliverable to the City: Groundbreaking ceremony and ribbon cutting ceremony.

Performed By: Eric Lilly, AIM

Task 4 – Traffic Management Coordination

Review Traffic Control Plans (Task 4.1)

WSP will work closely with the City designer, and contractor to develop appropriate staging and traffic control plans that will comply with the contract documents including the Caltrans Manual of Traffic Control for Construction and Maintenance Work Zones and the California Manual of Uniform Traffic Control Devices (MUTCD), pose the least impact to the traveling public, and maximize allowable work areas and windows for the contractor, most likely at night for work on State Route 120. Specific emphasis will be given to nighttime lane closures on State Route 120, one of the busiest corridors in the entire Central Valley. A key element to successful traffic handling is the public outreach associated with any closure to assure the facility users and the travelling public are well informed of any changes to traffic patterns. Tools including portable changeable message signs, weekly lane closure schedules distributed to the City, Caltrans, and key stakeholders, emergency responders, interested members of the public, project hotline, project website, are Twitter are all proposed to be used to feature the closures scheduled for the current week along with additional public outreach for any detour on State Route 120 or McKinley Avenue. Eric successfully managed over 20 miles of nighttime lane closures and local street closures on the I-680 Express Lanes project using the same tools and methods that are proposed for your project. Eric will also will proactively work with the contractor, City, and Caltrans to assure development of contingency plans for all full highway and road closures, lane closures, ramp closures, and detours if any unforeseen circumstances arise during the work.

The City and Caltrans will be immediately notified and regularly updated for any contingency plan that is implemented.

As the resident engineer, Eric will have the responsibility and authority for administering the traffic control plan and all other aspects of safety on your project. Before work begins, Eric will compare the traffic control plan to the site conditions. If there are any unusual local traffic patterns and scheduled special events during the life of the project, these will be discussed with the contractor at the preconstruction conference. If the contractor requests any revisions to the traffic control plans, Eric will coordinate with the City, Caltrans, and the designer to verify if the revisions are justified. Any revisions to the traffic control plans must be signed and sealed by a California-licensed engineer and an executed contract change order before being implemented.

Deliverable to the City: Comments log with a placeholder for responses, traffic control plans.

Performed By: Eric Lilly

Traffic Control Inspection (Task 4.2)

For this project, Eric and the inspectors will ensure that all traffic control devices are placed in accordance with the latest versions of the Caltrans Manual of Traffic Control for Construction and Maintenance Work Zones, the California MUTCD, the Caltrans Standard Plans and Specifications, Special Provisions, and the contract plans. This includes verifying that proper detour signage is in place before the detour is implemented, striping that remains visible and well maintained during the life of the project, and the correct placement of temporary railing (Type K), crash cushion arrays, channelizers, and signs. All traffic control devices must be reviewed and approved per the contract requirements and have a certificate of compliance. Category 2 traffic control devices must also be labeled with a FHWA acceptance letter code before being implemented into the work.

During the work, no lane closure will be allowed on State Route 120 or McKinley Avenue without prior approval from Caltrans or the City and the appropriate notification to the travelling public. For information about Caltrans approvals using the Caltrans Lane Closure System, please see COZEEP / Lane Closure System (Task 4.7). Lane and road closures that impact City facilities will be implemented per the contract documents only after Eric and the City has reviewed and approved the traffic control plan and the related contingency plan. Eric will also ensure that the City, including emergency services, receive no less than 5 working days' notice prior to any lane or road closures. No work will be allowed on McKinley Avenue until the approved traffic control plan is in place including the speed limit reduction from 45 MPH to 25 MPH. For lane closures on McKinley Avenue that require reversing control, inspectors will confirm that flagging technicians are certified, and traffic does not queue for longer than ten minutes in each direction. The full closure of McKinley Avenue identified in Stage 1 will not be permitted until construction activities 102, 103, and 104 are completed.

WSP inspectors will discuss traffic control requirements with the contractor before any traffic control is placed. Inspectors will confirm with the contractor's traffic control technician how the traffic control is implemented including the use of COZEEP or an impact attenuator vehicle. When the traffic control is in place, WSP will verify that it complies with the approved traffic control plan and the contractor will be immediately notified of any deficiencies. Inspectors will take photos and ensure that they receive a completed traffic control daily reports (CEM-2210) from the contractor's traffic control technician for each closure. WSP inspectors will also conduct intermittent day and night inspections to verify compliance with visibility and legibility requirements for retroreflective bands on portable delineators, retroreflective sheeting on channelizers, retroreflective sleeves on traffic cones, construction area signs, portable

CLOSURES REQUIRE CAREFUL PLANNING, NOTIFICATIONS AND INSTALLATION TO MINIMIZE IMPACTS TO THE PUBLIC INCLUDING:

- Reviewing contactor's submitted hour-by-hour activity plan, stage construction and traffic handling plans for workability and completeness prior to starting work
- Holding pre-planning meetings, reviewing and approving contractor's contingency plans
- Verifying traffic moves smoothly through detour routes by providing continuous inspection of detour traffic signs
- Deploying controlled access zones for the work and contractor construction staging of materials and equipment
- Adhering to closure time tables, enforcing contractor's contingency plans and, if necessary, assessing late opening penalties for late removal and taking corrective actions
- Weekly traffic meetings with the City, Caltrans, and San Joaquin County representatives
- Providing changeable message boards to notify the public of upcoming full closures (7 to 15 days in advance of closures)

changeable message signs, and flashing arrow signs.

If any of the contractor's operations effect pedestrians, Eric will ensure that the contractor implements a temporary pedestrian access route (TPAR) before beginning work. Eric constructed seven curb ramps in a high-volume pedestrian corridor on the I-680 Express Lane project with no issues. A key to successful implementation of a TPAR is weekly inspections to confirm and document that the TPAR is properly functioning and continues to comply with ADA standards.

Deliverable to the City: Inspector daily construction report, review of daily traffic control report, weekly temporary pedestrian access forms (if required), photo documentation.

Performed By: Eric Lilly, Inspector(s)

→ Baseline Schedule Review (Task 4.3)

WSP will review the CPM baseline schedule to assure conformance with the contract, including construction staging and traffic management plan requirements. WSP will also review contractor sequence and logic or work activities for accuracy and reasonableness. If construction staging and traffic management plan requirements are not properly reflected in the CPM baseline schedule, the submittal will be rejected, and the contractor will be provided with comments on deficiencies. The contractor will not be allowed to begin work until a CPM baseline schedule is approved by Eric and the City.

Deliverable to the City: Contractor CPM baseline schedule, letter to contractor with comments and deficiencies.

Performed By: Eric Lilly, Scott Frenette

→ Review Traffic Management Plan and Staging Plan (Task 4.4)

After review of the traffic management plan and staging plans, if there any construction activities that are identified to conflict with an adjacent or nearby project already under construction, Eric will lead the coordination effort with the City, Caltrans, adjacent developers, and contractor representatives to determine a sequence that will allow all projects to proceed without any delays. Eric will recommend weekly meetings with representatives of adjacent or nearby project representatives to determine if there are any schedule changes that may impact your project and develop a contingency plan to avoid conflicts before they become an issue.

Deliverable to the City: Meeting agenda and minutes for coordination meetings.

Performed By: Eric Lilly

→ Coordinate with Local Business Owners and Residents (Task 4.5)

Please see Coordinate with Local Business Owners and Residents (Task 3.3, 3.5) and Public Outreach Strategies (Task 3.4, 3.6).

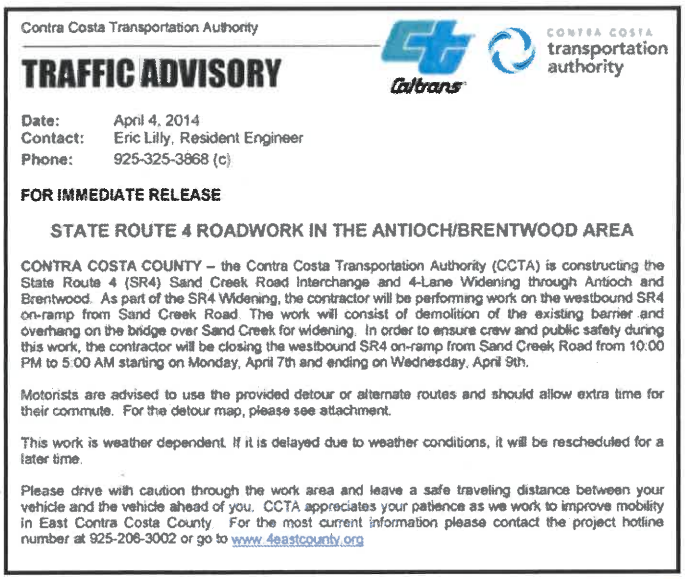
Deliverable to the City: Public outreach log, project website, newspaper updates, 24-hour hotline, traffic advisories, and fact sheets.

Performed By: Eric Lilly, AIM

→ Coordination for Interchange Opening (Task 4.6)

Eric will closely monitor project milestones such as traffic switches from one stage to another stage or phase. As these are often one of the most critical times for traffic control, WSP will have a "Traffic Switch Meeting" with the contractor, participating subcontractors, City, Caltrans, and emergency service providers before the traffic switch to make sure the work is coordinated and planned. WSP has been very successful with these meetings and subsequent traffic switches on other projects. WSP also recommends the use of portable changeable message signs to warn motorists of delays 72 hours before traffic switches, major construction operations that will delay traffic, and new alignment changes or traffic signal activation.

This will also be the case for opening of the new interchange. Eric will work closely with AIM, adjacent developers, the contractor, City, Caltrans, San Joaquin County, and key stakeholders to determine the safest and most efficient way to allow traffic onto the new interchange. All ramps and signage leading to and from the interchange will remain closed and covered until a robust public outreach is implemented months before the planned opening. Once approved by the City and Caltrans, Eric will ensure that the plan is strictly adhered to. Eric's Sand Creek project had multiple traffic switches and opening of a new interchange that went extremely well.



Contra Costa Transportation Authority

TRAFFIC ADVISORY

Caltrans

CONTRA COSTA transportation authority

Date: April 4, 2014
Contact: Eric Lilly, Resident Engineer
Phone: 925-325-3868 (c)

FOR IMMEDIATE RELEASE

STATE ROUTE 4 ROADWORK IN THE ANTIOCH/BRENTWOOD AREA

CONTRA COSTA COUNTY – the Contra Costa Transportation Authority (CCTA) is constructing the State Route 4 (SR4) Sand Creek Road Interchange and 4-Lane Widening through Antioch and Brentwood. As part of the SR4 Widening, the contractor will be performing work on the westbound SR4 on-ramp from Sand Creek Road. The work will consist of demolition of the existing barrier and overhang on the bridge over Sand Creek for widening. In order to ensure crew and public safety during this work, the contractor will be closing the westbound SR4 on-ramp from Sand Creek Road from 10:00 PM to 5:00 AM starting on Monday, April 7th and ending on Wednesday, April 9th.

Motorists are advised to use the provided detour or alternate routes and should allow extra time for their commute. For the detour map, please see attachment.

This work is weather dependent. If it is delayed due to weather conditions, it will be rescheduled for a later time.

Please drive with caution through the work area and leave a safe traveling distance between your vehicle and the vehicle ahead of you. CCTA appreciates your patience as we work to improve mobility in East Contra Costa County. For the most current information please contact the project hotline number at 925-208-3002 or go to www.4eastcounty.org

Traffic advisories like this will keep the media informed of any roadwork that will affect traffic.

Deliverable to the City: Project website, newspaper updates, 24-hour hotline, traffic advisories, and fact sheets.

Performed By: Eric Lilly, AIM

Construction Zone Enhanced Enforcement Program (COZEEP) / Lane Closure System (LCS) (Task 4.7)

WSP will coordinate with the California Highway Patrol to schedule COZEEP for work on State Route 120, including lane and ramp closures, to monitor the movement of traffic within the work zone. COZEEP will also be utilized for CHP to accompany the contractor's traffic control crew when traffic control components are being installed and removed. Eric will work with inspectors to complete daily reports for CHP staff when on site to confirm their time, mileage, and rank for billing purposes. WSP will verify that the daily reports match the invoice that will be submitted by CHP for COZEEP. Eric effectively managed COZEEP with CHP on the I-680 Express Lane project where over 200 requests were made, most with multiple units.

The contractor will be responsible for uploading their lane closure requests for work on State Route 120, including lane and ramp closures, using the Caltrans LCS. Eric will coordinate with Caltrans to ensure that the CM team and the contractor receive access to LCS. WSP staff is very experienced using LCS most recently on the I-680 Express Lane and SR 132 projects. LCS will alert Eric when closure requests are made, and Eric will review the closures to confirm that they comply with the lane closure charts in the special provisions. From there, Eric will mark the closures as reviewed within LCS and then they will go to Caltrans for final approval. If conflicts are identified by Caltrans, a meeting will be held to discuss the conflict and to determine a solution that benefits all parties before the closures are approved or rejected.

Deliverable to the City: COZEEP request forms, COZEEP daily report, daily summary of approved Caltrans ramp and lane closures.

Performed By: Eric Lilly, Chad Baker, Inspector(s)

Emergency Services (Task 4.8)

Eric will coordinate with City emergency services for any closure that may impact their ability to respond to an emergency. WSP has done this on many projects and will continue to provide emergency services with the information they needed to perform their vital role to the community. Any closure will be accompanied with a schedule and detour route, if required. If a planned closure is deemed to have too much of an impact in their ability to provide emergency services, Eric will work closely with the City to develop alternatives for their review.

Deliverable to the City: Weekly schedule updates with planned lane closures that impact emergency services.

Performed By: Eric Lilly

Task 5 – Environmental Coordination

Project Monitoring, Mitigation, and Reporting Plan (Task 5.1)

WSP will coordinate with Kleinfelder to provide a biologist for onsite compliance monitoring as needed during the course of project construction. The biological monitor will oversee ESA fencing at the outset of the project including wetland habitat and elderberry shrubs. During the project, the biological monitor will monitor project activities for compliance with the environmental stewardship requirements and agency permits, including nesting bird surveys and special status species that may occur on site. A daily monitoring log will be completed noting all construction activities on site and species protection measures.

The biological monitor will survey the job site for regulated species and submit a preconstruction survey report within 14 days before starting work. The preconstruction survey report will include detailed observations and locations where regulated species were observed or a statement that no regulated species were observed.

Upon contract award, Kleinfelder and WSP will review the Initial Study/Mitigated Negative Declaration, project specifications and the San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP) to develop the Mitigation, Monitoring and Reporting Plan for the project. The MMRP will include a table of all required environmental commitments and mitigation measures. The table will clearly identify the appropriate agency to approve each measure, the responsible party and the timing for implementation.

Deliverable to the City: Preconstruction survey report; daily monitor log; Mitigation, Monitoring and Reporting Plan.

Performed By: Eric Lilly, Kleinfelder

→ Species Discovery (Task 5.2, 5.3)

If any threatened or endangered species are found within the project, WSP and Kleinfelder will coordinate with the contractor to implement a protection and monitoring plan. In the event that any special status or protected species are observed on the project site or vicinity, the biological monitor will coordinate with Eric who will notify the contractor to implement protection measures in accordance with the agency permits for the project.

There appears to be a nesting pair of Swainson's hawk just north of State Route 120 and east of McKinley Avenue. With the current project schedule, they are expected to fledge young around the time that work is anticipated to begin. Eric will coordinate with the City and Kleinfelder to determine when it would be best to start the project as a 500-foot buffer would essentially not allow any work to begin north of State Route 120 until the nest is cleared. As the tree appears to be in City R/W, Eric will recommend to the City that the tree is removed following the nesting season to prevent the Swainson's Hawk from returning the following year.

Written reports on the finding, monitoring, protecting and mitigating of the species found at the jobsite will be submitted to the City, Caltrans, and any governing regulatory agencies. At the completion of the project or by January 15 of each year, the biological monitor will prepare an Annual Monitoring Report. The annual monitoring report will include:

- Start and end dates of construction
- Project impacts on the regulated species
- Species protection measures and implementation details
- Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
- Assessment of the effectiveness of the species protection measures in mitigating project impacts
- Recommendations for improving species protection measures

A final monitoring report will be submitted no later than 20 days after completion of the project.

WSP has observed evidence of nesting a Swainson's Hawk just north of State Route 120.

Deliverable to the City: Protection and monitoring plan, annual monitoring report , final monitoring report, environmental commitment record.

Performed By: Eric Lilly, Kleinfelder

Task 6 - Quality Assurance And Materials Testing Services

→ Certified Materials Testing Laboratory (Task 6.1, 6.2, 6.3, 6.6)

Kleinfelder will perform materials field and laboratory testing and WSP will coordinate, schedule, and monitor all field and laboratory testing of soils, backfill, asphalt, concrete and other testing required by the contract documents. All materials testers will be certified by Caltrans to perform required tests. WSP will ensure testing will be performed pursuant to the test methods and frequencies as identified in contract documents, including section 39 of the standard specifications for HMA and RHMA-G, and chapter 6 of the Caltrans Construction Manual. WSP will also ensure that

appropriate contractor and City representatives are present during testing.

Kleinfelder's Stockton location is within 50 miles from the project operates a Caltrans verified laboratory, **please see the Appendices for copies of certifications for Kleinfelder's laboratory and their Independent Quality Assurance Program.** Kleinfelder's offered equipment, material and services meet all safety requirements applicable in accordance with Cal-OSHA regulations.

Deliverable to the City: Certifications for Kleinfelder's laboratory.

Performed By: Eric Lilly, Kleinfelder

→ Test Results (Task 6.4, 6.5)

Kleinfelder will provide test results to WSP in the shortest time that the specific test will realistically allow. WSP will review results of tests and work with the contractor to resolve deficiencies. Construction inspectors will notify Eric immediately upon witnessing any materials, erection or installation process, or levels of quality that do not meet the requirements of the contract documents. Using a nonconformance report, WSP will immediately notify the contractor of such deviation and provide direction to the contractor to implement corrective action.

Eric will document and track initial and acceptance testing for materials incorporated into the work.

Deliverable to the City: All material test reports filed with any retests included, materials testing tracking log.

Performed By: Eric Lilly, Kleinfelder

→ Labor Compliance (Task 6.7)

WSP will ensure that labor compliance for personnel performing material testing is verified as described in Labor Compliance (Task 1.2, 1.3).

Deliverable to the City: Verified certified payrolls, employee wage interviews, and current liability insurance.

Performed By: Eric Lilly, Chad Baker, Inspector(s)

→ Retests (Task 6.8)

Any retests will be completed in the same manner as described in Test Results (Task 6.4, 6.5) including being billed at the same rates as the original test and clearly identified on the invoice as a retest. Eric will also track failed tests on the materials testing log and verify that passing tests are received before allowing work to proceed.

Deliverable to the City: All material test reports filed with any retests included, materials testing tracking log.

Performed By: Eric Lilly, Kleinfelder

→ Field Personnel and Laboratory Certifications (Task 6.9, 6.10, 6.11, 6.12)

WSP will maintain records on the materials testing laboratory and testing personnel to ensure that all certifications are kept to date in the project files. No materials testing will be permitted for a test method where Kleinfelder does not have an active certification on file. **Please see the Appendices for copies of certifications for Kleinfelder's laboratory and testing personnel including resumes.** Material testing personnel will not provide services when conditions do not permit and Eric will work with Kleinfelder to ensure that there is consistency with field personnel utilized on the project to the extent possible.

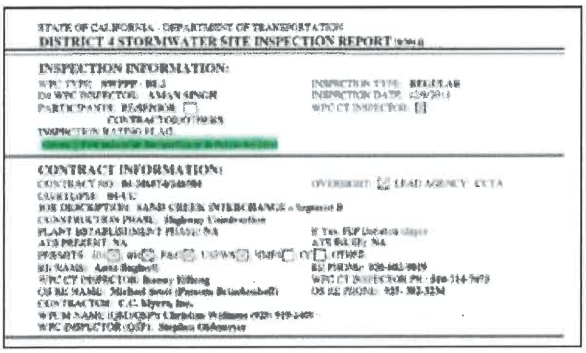
Deliverable to the City: Certifications for Kleinfelder's laboratory and testing personnel including resumes.

Performed By: Eric Lilly, Kleinfelder

Task 7 – Storm Water Pollution Prevention Plan (SWPPP) – Construction Activities

→ SWPPP Implementation (Task 7.1)

WSP has an intricate working knowledge of the permit issued by the RWQCB and the various requirements and periods with which these requirements need to be addressed. On Eric's Sand Creek project with over 400,000 cubic yards of imported borrow, there were no reported SWPPP violations and the project maintained "Green Flag" ratings by Caltrans. Eric, a registered QSD, is familiar with using SMARTS for submitting NOIs, NETs, NOTs and Annual Reports, and can be assigned as a Data Submitter for the City if desired. WSP has served as the Statewide Stormwater Compliance Monitor for Caltrans.


STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
DISTRICT 4 STORMWATER SITE INSPECTION REPORT

INSPECTION INFORMATION:

CONTRACT INFORMATION:

WSP takes pride maintaining only "Green Flag" ratings.

Deliverable to the City: Review of SWPPP forms.

Performed By: Eric Lilly, Chad Baker

→ Labor Compliance (Task 7.2)

WSP will ensure that labor compliance for personnel installing SWPPP BMPs is verified as described in Labor Compliance (Task 1.2, 1.3).

Deliverable to the City: Verified certified payrolls, employee wage interviews, and current liability insurance.

Performed By: Eric Lilly, Chad Baker, Inspector(s)

Based upon our lessons-learned from previous projects, we have identified the following enhancements, procedural and technical innovations, to address the issues and challenges associated with your project:

Task 8 – Other Services as Necessary

Based upon our lessons-learned from previous projects, we have identified the following enhancements, procedural and technical innovations, to address the issues and challenges associated with your project:

→ eConstruction (Task 8.1)

WSP is considered an industry leader when it comes to collaboration and innovation. As such, WSP has partnered with top software companies to provide you with sustainable CM by **implementing paperless construction administration for your project**. From construction inspection (Pavia Systems), contract administration (PlanGrid, Adobe Creative Cloud) and file management (Microsoft SharePoint), WSP can incorporate the following products on your project to increase efficiency, greatly reduce your carbon footprint, and use of precious natural resources in CM:

Pavia Systems – HeadLight is a software system by Pavia Systems built with real-time, direct input from inspectors on the job, and is designed exclusively for local agencies to gain easier, more effective, and less-costly ways for their teams to perform on-site inspections. The easy-to-use technology instantly documents project inspection information electronically to help inspectors easily report and process their observations to Eric. **By eliminating the need for inspectors to go to the project office to submit reports, upload photos, and perform other paperwork, the inspector can remain** on-site to monitor and observe the progress of the work. On average, inspectors using HeadLight saved almost 2 hours per day per inspector. Eric has successfully used HeadLight on multiple complex and the software is completely compatible with Caltrans workflow and specifications.

HeadLight allows the team to capture more data and communicate clearer than a form-based paper system.

Data collected from HeadLight will be stored in a dedicated Portal to provide simplified views of project progress including construction photos. With Portal, your information is stored with real-time spatial dashboarding and data overlays which allow for enhanced operations and maintenance and future asset management. Portal also allows you to retrieve and search for archived information, including construction photos, by project name, location, bid item number, or any other tag or label you decide you want your data sorted by. All data is fully customizable to meet your specific project needs.

PlanGrid – PlanGrid delivers real-time project information by ensuring that the project team is using the current set of contract documents without losing access to the project history, no matter where they are. The contract documents are cloud based which allows any plan sheet revisions to be instantly distributed to all the project team's devices. PlanGrid allows Eric and the inspectors to communicate through the application by:

- Marking up plans with notes and photos, right from the field and sharing with the project team in real-time.
- Marking up any issues seen directly on the plans to resolve punchlists faster.

- Hyperlinking and tapping into any contract document, including RFIs or specs, right from their plans.
- Making the handover easy by generating comprehensive as-builts and reports with the click of a button.

Adobe Creative Cloud – CCO approval will require digital signatures which is why WSP will employ Adobe Sign for this feature. Available through the Adobe Creative Cloud, Adobe Sign will allow Eric to track and manage signed documents. Once certificate-based digital identifications have been provided to the City and contractor, they can use Adobe Acrobat or Acrobat Reader software to review and sign CCOs from any location with any device. Once the CCO is executed, all parties instantly receive a copy of the signed CCO.

Microsoft SharePoint – Please see Document Control (Task 1.11).

Task 9 – Post Construction Services

→ Closeout Documentation (Task 9.1, 9.2, 9.3)

As construction is completed, WSP will prepare and submit, in accordance with the direction of the City, the final payment package. We will also submit the final report, all final project records and reports (including laboratory and plant testing reports), manufacturer's certificates and photographs of various phases of construction.

The final project records will include all records, submittals, shop drawings, photos, video, inspection diaries/reports, test results, meeting minutes, RFI's, CPM schedules, correspondence, and pay quantities/progress estimates. WSP will utilize the standard Caltrans filing system as identified in the Caltrans Construction Manual. This filing system is widely used and recognized. In addition, WSP will prepare a printed and electronic copy of the Project History File for submission to Caltrans. All other files will be provided to the City in an electronic, pdf format.

Project closeout will be completed in accordance with Chapter 17 of the Caltrans LAPM.

In accordance with the Caltrans LAPM, WSP can assist the City and prepare the closeout package that will be sent to Caltrans who in turn will forward to FHWA. Your project is federally funded therefore there are specific additional requirements in both the Award package (beginning of the project) and the closeout package. Examples of items included in the closeout package include the Federal Report of Expenditures, Final Inspection of Federal Aid Project, Federal Aid Final Invoice, Change Order Summary, DBE Utilization Report, Materials Certificate, Report of Completion of Structures on Local Streets and Roads, Report of Completion of Right of Way Expenditures, and the Final Project Expenditure Report.

Deliverable to the City: Project closeout per Chapter 17 of the Caltrans LAPM, Project History File.

Performed By: Eric Lilly, Chad Baker

→ Post Construction Review (Task 9.4)

Eric will maintain a list of lessons learned throughout the duration of the project for a discussion with the City at the completion of all work.

Deliverable to the City: Report of lessons learned.

Performed By: Eric Lilly

→ Claim Resolution / Schedule Analysis (Task 9.5)

In the event of a contractor potential claim, WSP will immediately notify the City and work towards a timely resolution. WSP approaches contract claims based on a demonstrated ability to administer construction projects in an efficient and timely manner. Providing highly trained and experienced CM staff, plays a key role in our efforts to resolve issues before they become unresolved claims. WSP's ability to document job progress and activities, monitor key construction features such as utility installations, take proactive positions in scheduling and submittal requirements, all play key roles in contract claim resolution. Timely, complete, and accurate responses to potential claim issues are strengths which WSP personnel possess. Our fundamental belief regarding claims resolution is that a factual, unbiased, and technically sound position is the most logical and effective means to resolve disputed issues. Our staff is highly qualified to manage large, complex construction projects. We have the experience and expertise to understand the issues that may arise during construction. The contractor quickly recognizes this and understands the futility in pursuing baseless claims. We identify the issue(s) and apply the contract to the issue. We are experts at evaluating construction costs. If the contractor claim has merit, our experience enables us to negotiate fair and reasonable payment for the work.

The contractor will be made whole but will not make a windfall. We recognize our role, however, is to interpret the contract documents in an impartial manner and make recommendations to the City. We will administer the contract equitably and consistent with the City's decision. Our expertise in constructability reviews leads to clear and accurate contract documents, which in turn leads to clear and accurate bidding results from the contractor. We take the ambiguities out of the process.

Deliverable to the City: Review of potential claims and response.

Performed By: Eric Lilly, Scott Frenette

→ Punch Lists and Final Inspection (Task 9.6, 9.7)

WSP will inspect the near-completed facilities to identify discrepancies and deficiencies in the work performed by the contractor and will subsequently prepare the necessary punch lists to identify such items. Coordinating with the City, Caltrans, and San Joaquin County and obtaining punch lists from various departments is a critical part of project closeout. WSP will manage this process aggressively to make sure the City ends up with everything they need in the completed project, and to speed up project close-out. WSP's familiarity with Caltrans procedures and personnel will aid in the rapid closeout of your project. Upon correction and re-inspection of observed omissions and deficiencies, WSP will coordinate with the City, Caltrans, and San Joaquin County for their acceptance of all improvements.

Deliverable to the City: Punch list, Notice of Completion, Accepted Relief of Maintenance

Performed By: Eric Lilly

→ Final Record Drawings (Task 9.8)

WSP will keep an up-to-date set of record drawings in accordance with the Caltrans Construction Manual. For quality control purposes, a certified log tracking all entries will be attached to the front page of the as-built drawings. Final record drawings will be prepared and transferred to the City and designer so that electronic drawings can be prepared. WSP is aware that there is a great emphasis on the timely completion of as-built drawings recently so WSP will complete the record drawings quickly to please City staff. Eric will also ensure monthly that the contractor is also complying with this requirement.

Deliverable to the City: As-built red line drawings from the contractor, and final record drawings.

Performed By: Eric Lilly, Inspector(s)

QUALITY CONTROL / QUALITY ASSURANCE PLAN

High quality is of the utmost importance to WSP. Our resident engineer, Eric Lilly, will oversee the quality of WSP's services and deliverables. Eric will follow the requirements of the Caltrans LAPM, California Test Methods Manual, Caltrans Source Inspection Guidelines for Local Agencies, and other applicable Caltrans manuals. Eric will also incorporate all of the requirements of the construction contract documents, City contract administration guide, and WSP's Contract with the City. The true test of the quality of CM services is project audits. Eric has always received excellent audit results. In fact, on his federally funded I-680 Express Lane project, the Caltrans auditor commented that the project files were the most organized he had ever seen and requested Eric to host a brownbag presentation with Caltrans district and headquarters staff. WSP is proposing the same procedures for use on your project!

Another measure of quality CM services is performance evaluations from our clients. Again, Eric has always received the highest marks on his evaluations from his clients. WSP's construction inspectors will be the Eric's "eyes and ears" in the field and serve as our first line of quality assurance, and will help to expose ambiguities, errors, incompatible construction sequences, nonconstructible designs, etc. not revealed during the pre-construction review. These items typically lead to delays and claims, or otherwise interfere with a contractor's activities. Eric will be key to the quality of CM services, and he must be responsive to the needs of the City. Moreover, Eric fully understands the needs of the City and match those needs with available staff. WSP will keep employees current on training (i.e., traffic control, hazardous materials, SWPPP, safety, Caltrans procedures, etc.). Most importantly, for CM services to be of high quality, Eric must oversee the delivery of services provided to the City. Eric will include all of WSP's subconsultants in the quality effort for your project as quality meetings and procedures are part of our everyday routine of delivering CM services and, thus, are incorporated into our schedule and cost proposal for delivering our services for your project.

PROJECT SCHEDULE

The project schedule, **shown on the following page**, is an estimate of staff hours that we estimate will be required to manage the project, special issues, and deliver the scope of services shown in this proposal.

CONSTRUCTION MANAGEMENT SERVICES - SR 120 / MCKINLEY ROAD INTERCHANGE
PROPOSED LABOR SCHEDULE

		YEAR:	2022								2023											TOTAL HOURS
			Pre Construction		Construction														Post Construction			
Position	Name	Firm	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	
Project Manager / PIC	Bart Littell, PE	WSP	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	10	10	10	350
Resident Engineer and Structures Representative	Eric Lilly, PE, CCM	WSP	80	152	152	152	152	152	152	152	152	152	152	152	152	152	152	152	152	152	80	2,744
ARE / Office Engineer	Chad Baker, EIT	WSP	80	152	152	152	152	152	152	152	152	152	152	152	152	152	152	152	152	152	80	2,744
Schedule / Claims	Scott Frenette, JD, CCM	WSP		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8			128
Construction Inspector	Ryan George	WSP			152	152	152	152	152	152	152	152	152	152	152	152	152	152				2,128
Construction Inspector	Brice Ehoff	WSP			152	152	152	152	152	152	152	152	152	152	152	152	152	152				2,128
Construction Inspector (Peak)	Roy Robbert	WSP			152	152	152	152						152	152	152	152	152				1,368
Project Administrator	William Sievers	WSP	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	76
Staff performing inspection services are subject to prevailing wage rates.																						11,666

OVERTIME HOURS

		YEAR:	2022								2023											TOTAL HOURS
			Pre Construction		Construction														Post Construction			
Position	Name	Firm	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	
Construction Inspector	Ryan George	WSP			10	10	10	10						10	10	10	10	10				90
Staff performing inspection services are subject to prevailing wage rates.																						90

TASK SCHEDULE

	YEAR:	2022								2023										
		Pre Construction		Construction														Post Construction		
Task Number and Name	Firm	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N
Task 1 – Preconstruction Services	WSP																			
Task 2 – CM Services During Construction	WSP																			
Task 3 – Public Outreach	WSP																			
Task 4 – Traffic Management Coordination	WSP																			
Task 5 – Environmental Coordination	WSP																			
Task 6 – Quality Assurance and Materials Testing Services	WSP																			
Task 7 – Storm Water Pollution Prevention Plan (SWPPP)	WSP																			
Task 8 – Other Services as Necessary	WSP																			
Task 9 – Post Construction Services	WSP																			

SPECIAL ISSUES

For your project to be successful, WSP will take a **no surprises approach** to manage the special issues listed below:

Fast Track Construction / Schedule Control

WSP'S APPROACH TO **NO SURPRISES**

- Push for project completion on or ahead of schedule and under budget.
- Enforce the requirements for a thorough and timely baseline submittal at the beginning of the project.
- Claims Avoidance, Management, and Resolution

WSP understands the importance of your project. As such, WSP will be pushing for project completion on or ahead of schedule and under budget in order to reduce costs and minimize inconvenience to the public. Coordination with the City and emphasis on a fast delivery of the project will reduce the time related costs associated with both the contractor and the construction management consultant. However, for the project to be delivered on time, it is critical to have a CM team that has the foresight and work ethic to resolve issues that could delay construction. There is a myriad of issues that could delay the project if they are not handled properly. Some of these issues include coordination with unforeseen utility relocations/identification, permit compliance, submittal review by outside agencies, design errors and omissions, differing site conditions, weather, schedule control, and staging inefficiencies.

With WSP's proactive management style, the City is going to get a CM team that will expedite construction with professionalism, sincerity, and a desire for the project to succeed.

We have proposed a management team with extensive CM experience on Caltrans and City construction projects, extensive earthwork, roadway widening, and federal-aid requirements with environmental constraints to deliver this project on or ahead of schedule. The team has the knowledge, drive, and determination needed to exceed the City's expectations. Eric has the experience, full-time commitment, and energy to perform the many coordination and administrative tasks that will be required. Moreover, he will be backed by an experienced Principal-In-Charge, Bart Littell, PE. Bart has over 30 years of CM experience and will be on the lookout for issues that could potentially delay the project. We believe that a strong management team is needed for this project. We have many techniques for making up time if a delay is experienced. This type of fast-track construction management, led by Eric, is a win-win scenario for both the City and the contractor. Also, contractors in the area that are familiar with the City's and WSP's proactive management style bid accordingly because they know that they are going to get a CM team that will expedite construction with professionalism, sincerity, and a desire for the project to succeed.

Budget Control

Construction Budget

WSP'S APPROACH TO **NO SURPRISES**

- Verify quantities, efficient staging, and bid items; identify errors; and sufficient supplemental work funding during constructability review.
- Implement changes only when necessary/approved.
- Independent cost estimate for proposed changes.
- Develop accurate quantity measurements and calculations.
- Attend pre-activity meetings to verify **No Surprises**.
- Eliminate rework.

Construction Management Budget

WSP'S APPROACH TO **NO SURPRISES**

- Revise staffing plan based on contractor's schedule—mobilize staff only when needed.
- Provide cross trained staff to maintain familiarity with project and eliminate learning curve.
- Develop monthly expenditure plan based on contractor's CPM schedule (broken down by sub) to identify cost trends that will allow for timely actions.
- Report expenditures and budget to City with monthly invoice.
- Obtain approval from for necessary overtime or stagger shifts.
- Request QA materials sampling and testing only when areas verified to be ready.
- Track project budget, contingency fund and anticipated changes.
- Report expenditures and budget to City and Caltrans in monthly report.

Please see Task 2 – Construction Management Services During Construction for additional information.

Partnering

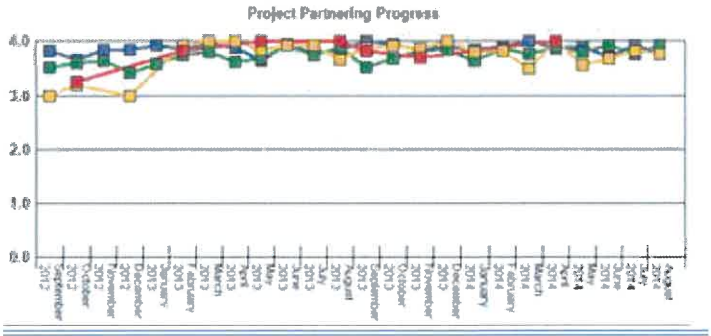
WSP'S APPROACH TO **NO SURPRISES**

- Develop trust within the project team.
- Encourage collaboration.
- Identify goals and a way to achieve those goals for all stakeholders.

There is no doubt that a Partnered project develops trust, fueled by an open, collaborative environment and effective communication. WSP is a strong supporter of Partnering on your project as a way of doing business. WSP has a history of Partnering on projects. Eric's last projects are no exception, especially with the Sand Creek project. With an average survey score among all stakeholders of 3.8 out of 4, there is no coincidence that the project finished with no claims, ahead of schedule and under budget, and with a great safety record. The Sand Creek Project was also awarded the CMAA National Project of the Year Award, CMAA Nor Cal Project of the Year Award and International Partnering Institute's Project of the Year Award!

The kickoff Partnering workshop is a great opportunity for the stakeholders to openly discuss the direction the project will take and the goals they would like to see accomplished. While developing the Charter, goals such as safety, schedule, quality and budget can be identified by the stakeholders. Another key Partnering document is the Issue Resolution Ladder, which is created to commit the project team to be proactive in finding solutions to any issues that may arise. When a contract issue does arise, constructive meetings will be held which will ultimately resolve issues and eliminate "back and forth letter writing". Whatever the contractor relationship is, WSP is prepared to administer the contract with a Partnered approach.

Although WSP prefers to settle disputes through Partnering, in the event of an issue submitted to a DRB, WSP's experienced claims staff will review claims materials, the contractual provisions governing the issues and provide written recommendations and / or support the City.



Partnering scores for the WSP managed Sand Creek Project were some of the highest ever recorded.

Earthwork

WSP'S APPROACH TO **NO SURPRISES**

- No ground disturbance activities without an approved SWPPP.
- Contractor acceptance that the existing ground lines shown in the plans are correct before earthwork activities begin to protect against claims.
- City approval of truck haul routes and traffic control plan for import borrow activities.
- Adhere to dust and noise control requirements at all times.

An important part of the overall construction effort for the project will be the earthwork operations. We are pleased to offer a strong team of earthwork specialists for this project. WSP has extensive experience on projects with large quantities of earthwork. WSP's inspectors are very experienced at properly measuring and tracking the earthwork quantities, which is extremely important. Prior to the start of earthwork activities, WSP will review the calculated earthwork quantities, verify the existing ground

lines and work to reach agreement with the contractor on these and similar issues. WSP will also perform average end area calculations to determine the quantities. Claims and/or costly time delays related to earthwork are a possibility on nearly all construction projects. The WSP team proposed for this project has a significant amount of construction experience in dealing with unanticipated soil conditions such as over optimum soil, soil stabilization techniques, different types of temporary shoring systems, and mitigation of contaminated soils encountered during excavation operations.

Excavation and backfill operations are a key part of the long-term quality of the project and these construction activities will be monitored closely. Quality Assurance testing will occur at the required intervals. Proper earthwork construction techniques need to be followed. These include placing and compacting the fill in layers of appropriate thickness, adhering to construction details and specifications pertaining to the required soil stabilization items of work, moisture conditioning appropriately, and keying into adjacent existing slopes as needed.

WSP is very skilled in constructing interchanges with large volumes of earthwork.

Utility Coordination

WSP'S APPROACH TO **NO SURPRISES**

- Strong relationships with PG&E, Frontier, and Comcast through a long history of work throughout San Joaquin County.
- Engage early and often with utility agencies to review and agree upon schedule. Weekly coordination meetings to update Utility Matrix.
- Eliminate "Wasted Work" by verifying relocated facilities will clear the new interchange improvements.
- Document labor, equipment and materials used when work is to be performed at the City's expense.

Poor utility coordination may be the top source of delays and claims for the public works industry. For the widening of McKinley Avenue, there are multiple overhead utilities aligned with McKinley Avenue owned and operated by Comcast and Frontier that will be relocated to a new joint trench under the future sidewalk on McKinley Avenue. There are also overhead lines owned and operated by Pacific Gas & Electric (PG&E) that will also be relocated. The work by PG&E must be completed first to provide the new poles for the relocation of the Comcast and Frontier facilities. In addition, Comcast and Frontier facilities cannot be relocated until completion of the soil nails for Retaining Wall No. 1 and the joint trench. WSP is prepared to coordinate with the utilities and the contractor as needed if these activities slip. Eric has completed utility coordination on multiple projects with that included many overhead and underground joint utilities with the same utilities that are on your project. Eric's strong coordination skills can be utilized to ensure that the representative from all utilities work together to complete their relocations within the time arranged in the special provisions. If needed, utilities will be an agenda item at the weekly progress meetings and utility company representatives will be invited to weekly meetings.

Existing overhead poles will be relocated further east to allow for the widening of McKinley Avenue.

Environmental / Permits

WSP'S APPROACH TO **NO SURPRISES**

- Review the ECR with Caltrans liaison every quarter.
- Pre-operation meetings with the contractor.
- Review contractor look-ahead schedules to oversee work done in environmentally sensitive areas.
- Document the mitigation measures identified in the ECR are completed in a timely manner to recommend approval to the Caltrans RE at project completion.
- File Notice of Completion to regulatory agencies.

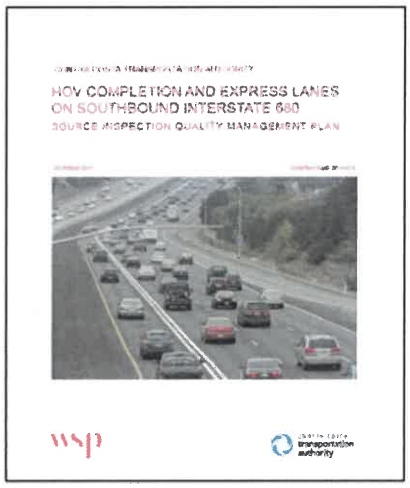
Please see Task 5 – Environmental Coordination for additional information.

Source Inspection

WSP'S APPROACH TO **NO SURPRISES**

- Develop approved SIQMP as first order of work to prevent delay in Caltrans issuing the Encroachment Permit.
- Rapid review of all Materials to be Used (CEM-3101) forms to identify materials inspected at the source or released at the jobsite.
- Monthly reports to METS for quick acceptance of materials used.

As part of the Local Agency Quality Management Plan, a requirement for Federal-aid projects is the development and implementation of a Source Inspection Quality Management Plan (SIQMP). As the resident engineer on the Sand Creek project, Eric was instrumental in development and implementation of the first SIQMP for a local agency in the State of California and has established an excellent working relationship with Caltrans oversight staff. Eric will also be the structural material representative for your project and he recently oversaw source inspection activities on the federally funded I-680 Express Lanes project, **which received formal Caltrans acceptance on source inspected materials over six months prior to substantial completion of all work!** A key critical component of implementation of the SIQMP is the detailed monthly reports that are submitted to the Caltrans METS oversight staff and Eric will write these reports for your project.



WSP will ensure that Source Inspection is completed per the federal-aid requirements.

Retaining Walls

WSP'S APPROACH TO **NO SURPRISES**

- Thorough analysis and phasing of slope paving demolition and reconstruction requirements.
- Effective and early coordination with the City and Caltrans.
- Review existing underground utility plans and indicate areas close to soil nail and ground anchor installation.
- Review as-builts of existing structures.
- Preconstruction video and photo to record cracks and existing damage of the bridges and properties to avoid future claims.

Soil nail and ground anchor retaining walls will need to be constructed and the existing slope paving will need to be demolished at the existing State Route 120 structures. Retaining Walls No. 1 and No. 2 have a maximum height of 14 feet which may require large gang forms for construction. Eric will visit the site to ensure that the contractor can feasibly construct the retaining walls safely and without impacts to the surrounding environment including traffic control on McKinley Avenue for drilling operations.

Eric has extensive experience in the construction of soil nail retaining walls, most recently on the I-680 Express Lane project.

Materials Procurement

WSP'S APPROACH TO **NO SURPRISES**

- Identify current lead times of materials during the constructability review.
- Recommend first order of work requirement to procure identified long lead items such as signal poles and electrical components.
- Discuss requirements at the pre-construction conference.
- Verify that lead times are identified in the CPM baseline schedule.

Procurement of long lead material items, such as signal poles and mast arms, can take approximately six months from the time the submittal is approved to when the material is delivered to the project site. WSP has seen additional delays to this procurement period on recent projects due to COVID-19 and related supply chain impacts on the fabrication schedule. During preconstruction, WSP will reach out to fabricators and verify the current lead times for these materials. Based on fabricator responses, WSP will encourage the contractor during the preconstruction conference to provide submittals for long lead material items as a first order of work.

Public Relations / Public Information

WSP'S APPROACH TO **NO SURPRISES**

- Weekly traffic meetings with stakeholders.
- Task Force meetings for major closures and traffic shifts to include City, Caltrans, and emergency responders.
- Real time, accurate distribution of information from the CM team to the City and Caltrans to ensure early notification to residents, businesses, and traveling public.
- Assistance in providing responses to public inquiries.

Please see Task 3 – Public Outreach for additional information.

Traffic Management Plan / Traffic Control

WSP'S APPROACH TO **NO SURPRISES**

- WSP key team members are intimately familiar with local traffic patterns — we have other projects near the project limits.
- Thorough review and understanding of the Transportation Management Plan (TMP).
- Pre-operation meetings and contingency plans.
- Weekly traffic meetings with Caltrans, City, San Joaquin County.
- Proven experience with Caltrans Traffic Management Center (TMC).
- Early detour coordination and communication with the City, Caltrans, and the traveling public.

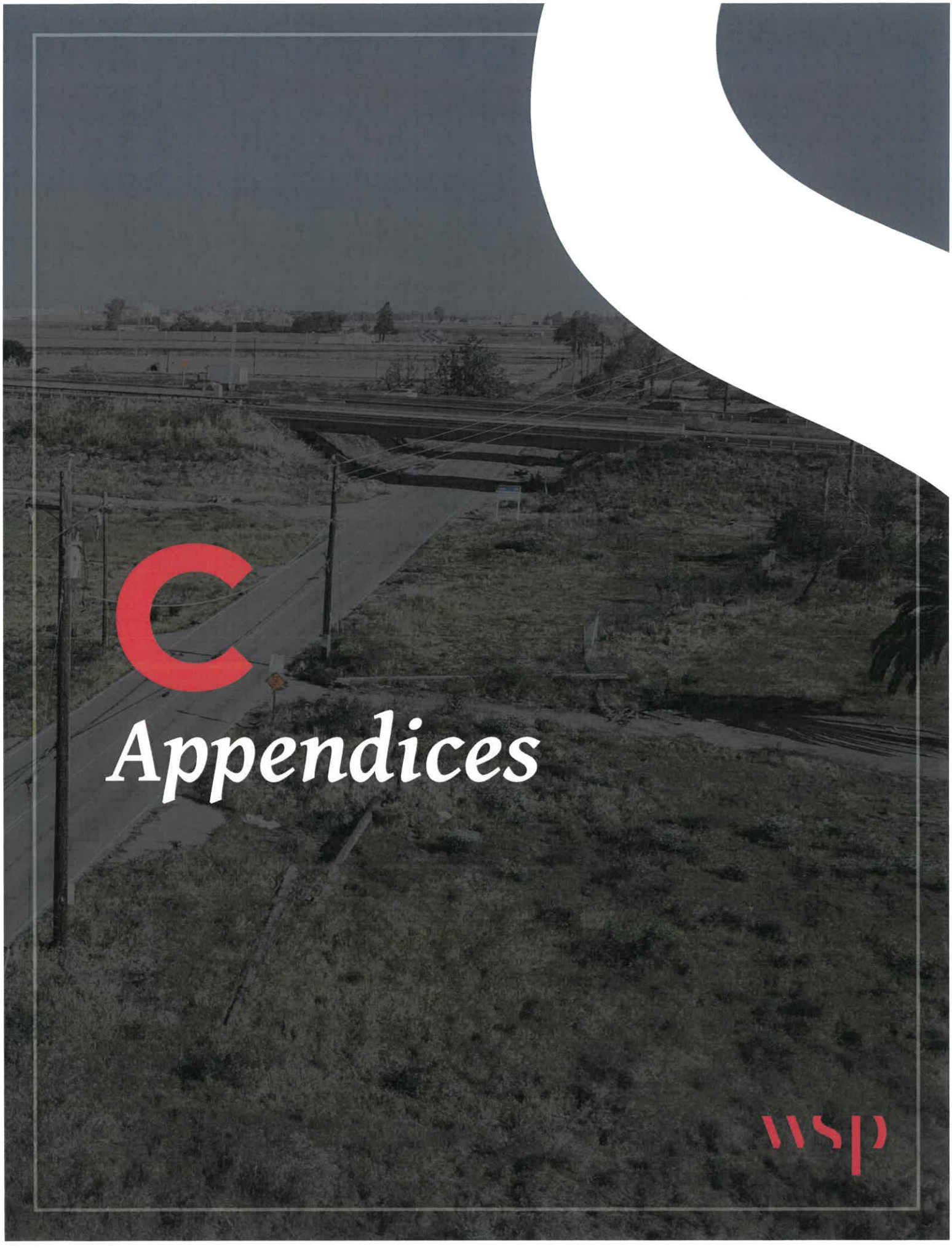
Please see Task 4 – Traffic Management Coordination for additional information.

Unsheltered Encampments

WSP'S APPROACH TO **NO SURPRISES**

- Early coordination with Caltrans.
- Verify advance notice required for relocations and compare to construction schedule.
- Coordination with City to discourage reoccupation on site.

There are multiple unsheltered encampments within the project limits that will need to removed by Caltrans in accordance with section 7-1.09 of the revised standard specifications. As the encampments are quite large, Eric will coordinate with the Caltrans District 10 task force lead on homelessness and the maintenance superintendent to provide advance notice of encampment removal needs. The advance notice is also intended to allow local continuum of care service providers additional opportunity to find housing options for unsheltered encampment individuals. Eric will also assist in the coordination of scheduled site visits by service providers to make sure providers have awareness of site-specific, construction related safety concerns. After removal, Eric will coordinate with the City and contractor to minimize potential for reoccupation of the areas by making sure construction activities are coordinated. While it is the contractor's contractual responsibility to maintain areas once cleared, WSP recommends the City consider participating in the cost of preventive measures such as temporary fencing as there is a high likelihood of reoccupation.



C Appendices

APPENDICES

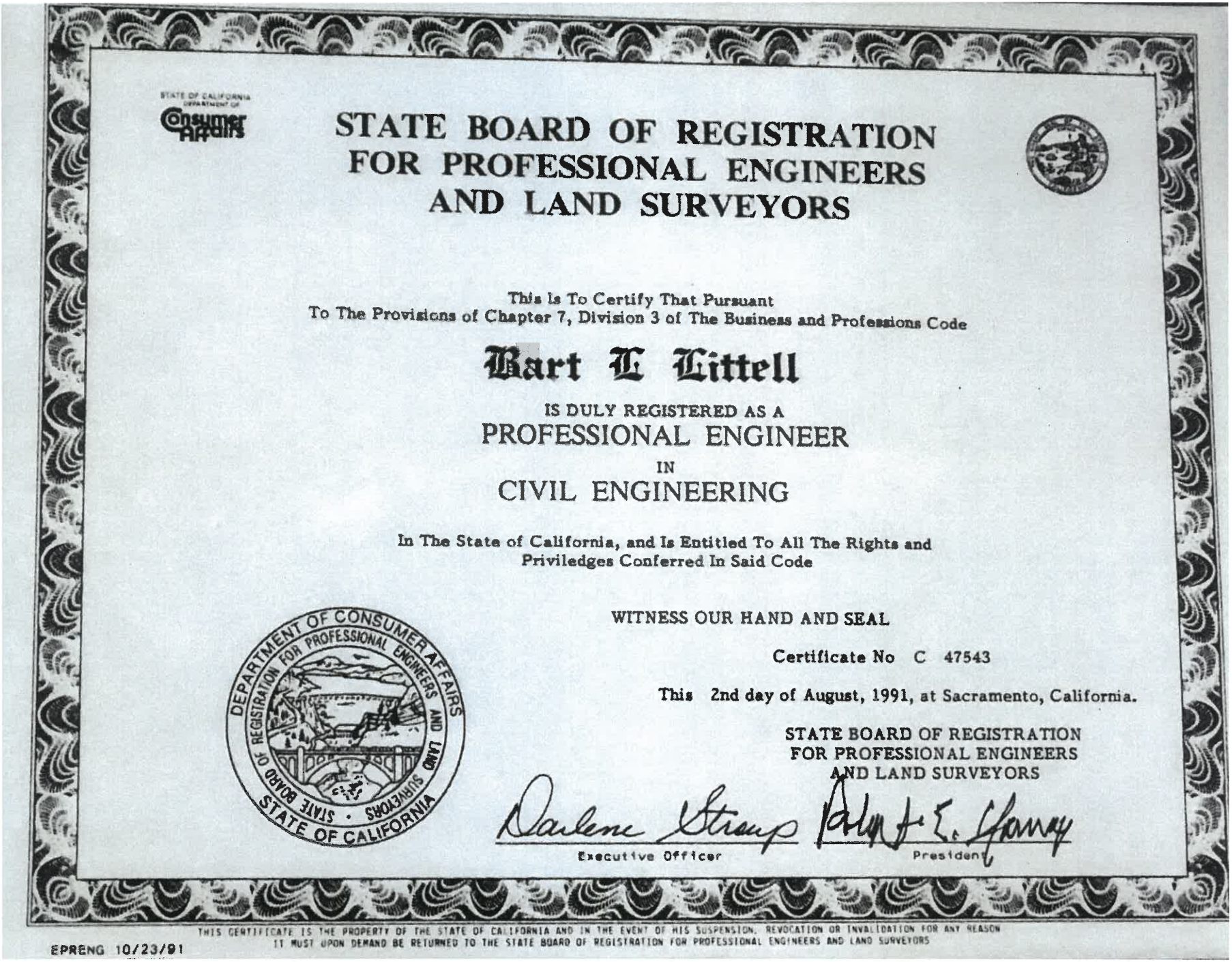
WSP USA Inc. has provided the following as appendices to our proposal:

- Licenses of California Professional Engineers
- Kleinfelder Quality Assurance Program
- Kleinfelder Laboratory Certifications – Stockton
- Joshua Smith – Materials Testing Resume and Certifications
- James Zepeda – Materials Testing Resume and Certifications

Licenses of California Professional Engineers

wsp

WSP USA Inc.'s Principal In Charge/Project Manager, Bart Littell, PE, CA PE license is provided below:



STATE OF CALIFORNIA
DEPARTMENT OF
Consumer Affairs

STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

Bart E Littell

IS DULY REGISTERED AS A
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING

In The State of California, and Is Entitled To All The Rights and
Priviledges Conferred In Said Code

WITNESS OUR HAND AND SEAL

Certificate No C 47543

This 2nd day of August, 1991, at Sacramento, California.

STATE BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS
AND LAND SURVEYORS

DEPARTMENT OF CONSUMER AFFAIRS · STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS · STATE OF CALIFORNIA

Executive Officer

President

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IN THE EVENT OF HIS SUSPENSION, REVOCATION OR INVALIDATION FOR ANY REASON IT MUST UPON DEMAND BE RETURNED TO THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

EPRENG 10/23/91

WSP USA Inc.'s Resident Engineer and Structures Representative, Eric Lilly, PE, CCM, QSD is the California-licensed Professional Engineer (PE) that will be in responsible charge, and approve and stamp the final report. A copy of his CA PE license is provided below:

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

Eric David Lilly

IS DULY LICENSED AS A

PROFESSIONAL ENGINEER

IN

CIVIL ENGINEERING

In The State of California, and Is Entitled To All The Rights and
Privileges Conferred In Said Code

DEPARTMENT OF CONSUMER AFFAIRS · BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS · STATE OF CALIFORNIA ·

WITNESS OUR HAND AND SEAL

Certificate No C 74849

This 23rd day of July, 2009, at Sacramento, California.

BOARD FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS

David E. Brown
Executive Officer

Patrick J. Tami
President

EPRENG 05/31/08

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IN THE EVENT OF ITS SUSPENSION, REVOCATION OR INVALIDATION FOR ANY REASON IT MUST UPON DEMAND BE RETURNED TO THE BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

WSP USA Inc. has provided screenshots from the California State license website of our Principal In Charge/Project Manager, Bart Littell, PE and Resident Engineer and Structures Representative, Eric Lilly, PE, CCM, QSD below:

LITTELL, BART L

LICENSE NUMBER: 47543 **LICENSE TYPE:** CIVIL ENGINEER
LICENSE STATUS: CLEAR **EXPIRATION DATE:** DECEMBER 31, 2023
SECONDARY STATUS: N/A
CITY: ANTIOCH **STATE:** CALIFORNIA **COUNTY:** CONTRA COSTA **ZIP:** 94509

MORE DETAIL

WSP USA Inc.'s Resident Engineer and Structures Representative, Eric Lilly, PE, CCM, QSD is the California-licensed Professional Engineer (PE) that will be in responsible charge, and approve and stamp the final report.

LILLY, ERIC DAVID

LICENSE NUMBER: 74849 **LICENSE TYPE:** CIVIL ENGINEER
LICENSE STATUS: CLEAR **EXPIRATION DATE:** DECEMBER 31, 2023
SECONDARY STATUS: N/A
CITY: OAKLEY **STATE:** CALIFORNIA **COUNTY:** CONTRA COSTA **ZIP:** 94561

MORE DETAIL

Kleinfelder Quality Assurance Program

wsp

KLEINFELDER
Bright People. Right Solutions.

CONSTRUCTION MATERIALS ENGINEERING AND TESTING QUALITY MANAGEMENT SYSTEM MANUAL

Revision: 5

Effective Date: 11/11/2020

Approved By:

Chris Pollack, National Laboratory Director — **(Date)** 11/11/2020

REVISION HISTORY

Below is a record of revisions to this Quality Management System Manual.

Revision	Effective Date	Sections Revised	Description	Type of Revision (Major/ Minor)	Update Required Reading? (Yes/No)
0	4/19/2013	All	Initial issue	NA	Yes
1	1/6/2014	5,8	Section5: Expanded the list of positions that can perform technician competency verifications. Section 8: Added a discussion of sampling and transport of samples.	Minor	No
2		All	All: CoMET Services has been replaced with Construction Services. Regional Delivery Manager has been replaced with Regional Manager. Wording clarified throughout. Renumbered sections as needed. Section 1.2: Simplified traceability to reference the International System of Units Section 1.3.6: The Engineer in Responsible Charge (Technical Manager) also must approval local office deviations to this manual. Section 1.7: Reworded for clarity. Sections 1 and 11: The CoMET Technical Discipline Leader has been replaced by the National Laboratory Director Sections 1, 3, 5, 10 and 11: Laboratory Quality Manager role has been replaced with Laboratory and/or Field Supervisor. Section 2: Updated the address of the corporate office Moved conflict of interest to new Section 15.	Major	Yes

			Sections 2, 3 and 4: Division Delivery Managers removed from the organizational structure Section 3: Clarified levels of supervision. Removed the Director-Quality Assurance (Corporate) position from the organization chart. Section 3.3: Clarified that formal position descriptions are maintained on the KLF Intranet. Section5.2: Clarified that training applies to technicians and supervisors. Section 6.4 New section regarding supplies. Section 7. Added equipment maintenance. Section 8. Logbooks removed to account for registering in LabNet. Section 9 Added a statement regarding data integrity. Test data sheets has been simplified to test data to permit electronic recording. Section 10 Added a statement regarding service to the customer. Clarified that equipment, test procedures or analysis techniques will be suspended if they are in question. Section 14 was added to comply with Section 4.4 of ISO 17025. Removed sections 2.3 and 6.1.1. (Geographic Area Served and Local Office and Laboratory Floor Plan). Wording clarified throughout. Renumbered sections as needed.		
3	2/28/2017	All	Removed Chief Operating Officer; removed Market Segments, replaced Regional Manager with Area Manager	Minor	No
4	4/1/2019	Title, 1, 2, 5, 6, 11, 13, 14	Renamed to Construction Materials Engineering and Testing Quality Management System Manual. Added Section 1.7 for records storage and disposal.	Minor	No

			Section 2.2.1 Removed reference to employee ownership Section 5.3 on Verification (Competency Evaluation) was updated for clarity and to include third party assessors as acceptable evaluators. Added section 6.5 on ITS. Section 10. Report time was changed from 90 to 60 days. Section 11.4 was added to direct users to the Internal Audit form for a procedure. Section 13. C1077 external organization verification has been specified at an interval of 36 months. Section 14 was reworded for clarity. Renumbered sections as needed.		
5	11/11/2020	11.2, 12.2	Changed internal audit and management review frequency from at least annually to every 12 months.	Minor	No

TABLE OF CONTENTS

Section **Page**

1 QUALITY MANAGEMENT SYSTEM POLICY

This Quality Management System Manual defines the Quality Management System (QMS) applicable to Kleinfelder facilities providing Construction Materials Engineering and Testing (CoMET) services, including geotechnical laboratory testing services.

1.1 STANDARDS

This manual conforms to the requirements of quality stated in AASHTO Standard Recommended Practice R18, ASTM Standard Practices C1077, C1093, D3666, D3740 and E329, and ANS/IEC/ISO Standard 17025 (with exception in Section 7.3). This manual also complies with the internal guidelines expressed in the Kleinfelder Quality Management Program (KQMP) Manual.

1.2 STATEMENT OF GENERAL OBJECTIVES

Kleinfelder is committed to comply with the standards listed above (as applicable), provide accurate and reliable service, and to continue to improve this QMS. The quality policy objectives are as follows:

- Provide services with personnel who are properly trained, experienced and educated.
- Use equipment that meets the requirements of applicable standards and is calibrated in a manner traceable to the International System of Units.
- Perform services consistent with recognized standards or sound engineering and materials testing principles.

1.3 QMS MANUAL

1.3.1 Location

This manual is posted on the Kleinfelder Intranet site and available to all employees.

1.3.2 Review Process

The National Laboratory Director, or designee, periodically reviews the effectiveness of this QMS and makes recommendations for improvement. Additionally, when a Management Review (Section 12) is conducted, local management personnel will review the QMS to verify that it is current and properly implemented.

1.3.3 Revision Process

Proposed revisions shall be submitted in writing to the National Laboratory Director, who will review the proposal and designate a course of action. Appeals of the National Laboratory Director's decisions regarding this manual may be made to the Technical and Quality Director.

1.3.4 Issuing Revisions

The National Laboratory Director shall communicate revisions to the responsible Area Managers within 30 days of approval of the revised QMS Manual.

1.3.5 Local Office

Each local office utilizes the current QMS Manual and maintains the appropriate local office documents. The applicable Laboratory and/or Field Supervisor confirms the local office is utilizing the most current version of this manual.

1.3.6 Deviations

If a local office determines deviations from the systems presented in this QMS are necessary due to local agency regulation or standard of care, these deviations must be communicated to and approved by the National Laboratory Director, and the local office Area Manager and Engineer in Responsible Charge (Technical Manager). Approved deviations will be noted on a QMS modification sheet located on the Kleinfelder Laboratory SharePoint Page on K-Net.

1.4 REFERENCED DOCUMENTS

QMS documents included or referenced in this manual are subject to the requirements herein.

1.5 RESPONSIBLE INDIVIDUAL

The Engineer in Responsible Charge (Technical Manager) is responsible for implementing and maintaining the QMS presented in this manual.

1.6 QMS RECORDS LOCATION AND RETENTION

Unless otherwise stated in this manual, records are maintained in the local office in a location determined by the Laboratory Supervisor. Records will be retained for a minimum of five years. This includes:

- QMS training
- Technician training and competency evaluation
- Equipment inventory and calibration records
- External assessments and deficiency responses
- Proficiency sample test records and corrective actions
- Technical complaints and resulting reports
- Deficiency impact analysis
- Internal audits
- Management reviews

1.7 STORAGE AND DISPOSAL OF RECORDS

Records are stored electronically, or as hard copy, in a location designated by the Laboratory Supervisor.

At the discretion of the Laboratory Supervisor, and after the minimum retention period, records will be disposed of via suitable means, including deletion of electronic files and transferring of hard copies to municipal waste disposal.

1.8 QMS TRAINING

Within one month of employment, or after a revision, personnel who engage in CoMET Services will be trained to this manual. This training will be provided by the Laboratory and/or Field Supervisor, or the Engineer in Responsible Charge (Technical Manager).

2 ORGANIZATION AND ORGANIZATIONAL POLICY

2.1 LEGAL NAME AND ADDRESS

2.1.1 Local Office

In this document, the office is referred to as the "local office". The legal name and address of our local office is identified in the local office organization chart maintained by the Laboratory Supervisor.

2.1.2 Corporate Office

The Kleinfelder Group corporate office is located at:

550 West C Street, Suite 1200
San Diego, California 92101

2.2 OWNERSHIP AND MANAGEMENT STRUCTURE

2.2.1 Ownership

Kleinfelder is a privately held company.

2.2.2 Management Structure

2.2.2.1 Organizational Components

The control of Kleinfelder is vested in a Board of Directors. They are engaged in the management and operations of the firm. Kleinfelder is subdivided into Delivery Divisions which contain Areas, each Area consists of one or more local offices.

2.2.2.2 Management Relationships

Through a decentralized management system, responsibility, and authority for day-to-day management of the local office is delegated to the Area Manager. The Area Manager reports to the Division Manager. CoMET Services provided by a local office are under the direction of an Engineer in Responsible Charge (Technical Manager). Each manager has responsibility to determine that personnel under their direction have the needed training, assistance, and resources to perform their duties.

2.3 COMET SERVICES:

Kleinfelder performs tests and inspections consistent with project specifications following accepted and applicable industry standards.

2.3.1 Offices without Laboratories

If the local office does not have a laboratory but performs construction field services (i.e. construction testing and inspection), the responsibilities assigned to the Laboratory Supervisor herein shall be assigned to the Field Supervisor.

2.3.2 Local Office Services

A list of the common testing services performed, and the established standards commonly used, is maintained by the Laboratory Supervisor.

2.3.3 Non-Standard Testing

Client requests that require development of testing programs not addressed by standard industry procedures will be developed using sound engineering and testing principles. When applicable, testing programs will be validated by the Engineer in Responsible Charge (Technical Manager), and the Client or their representative.

Where non-standard testing procedures are used to evaluate structural components, Kleinfelder works with structural engineering consultants to determine if proper structural design parameters are being measured.

Where non-standard test procedures are used to evaluate materials or assemblies under the jurisdiction of an authority, such as ICC Evaluation Services, Kleinfelder works with the authority to develop approval of the test procedure.

2.3.4 Resourcing

Kleinfelder's policy is to have the proper personnel and equipment to perform the required scope of services before accepting the work, and during performance of the work the proper resources are assigned. The Area Manager has the primary responsibility of making the overall decision in this regard, but, as described herein, each individual is additionally responsible to verify they meet the minimum competency requirements for their work and the equipment used conforms to the requirements of the appropriate standard.

3 PERSONNEL ORGANIZATIONAL STRUCTURE AND OPERATIONAL POSITIONS

3.1 COMPANY STRUCTURE

The organization chart depicting the overall structure of the company is presented in Figure 1.

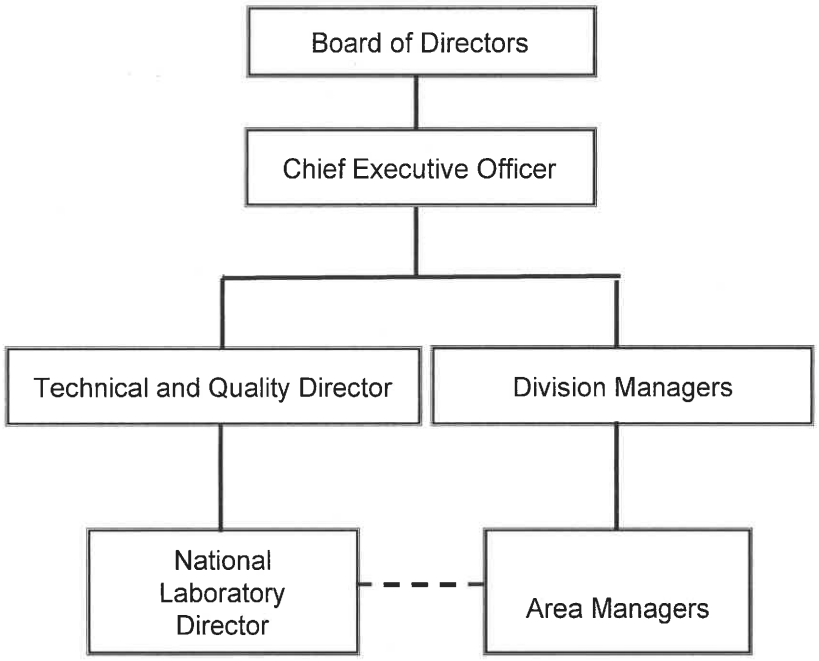


Figure 1: Kleinfelder Corporate Organization Chart

3.2 REGION AND LOCAL OFFICE

The organization chart depicting the structure of the local office is presented in Figure 2.

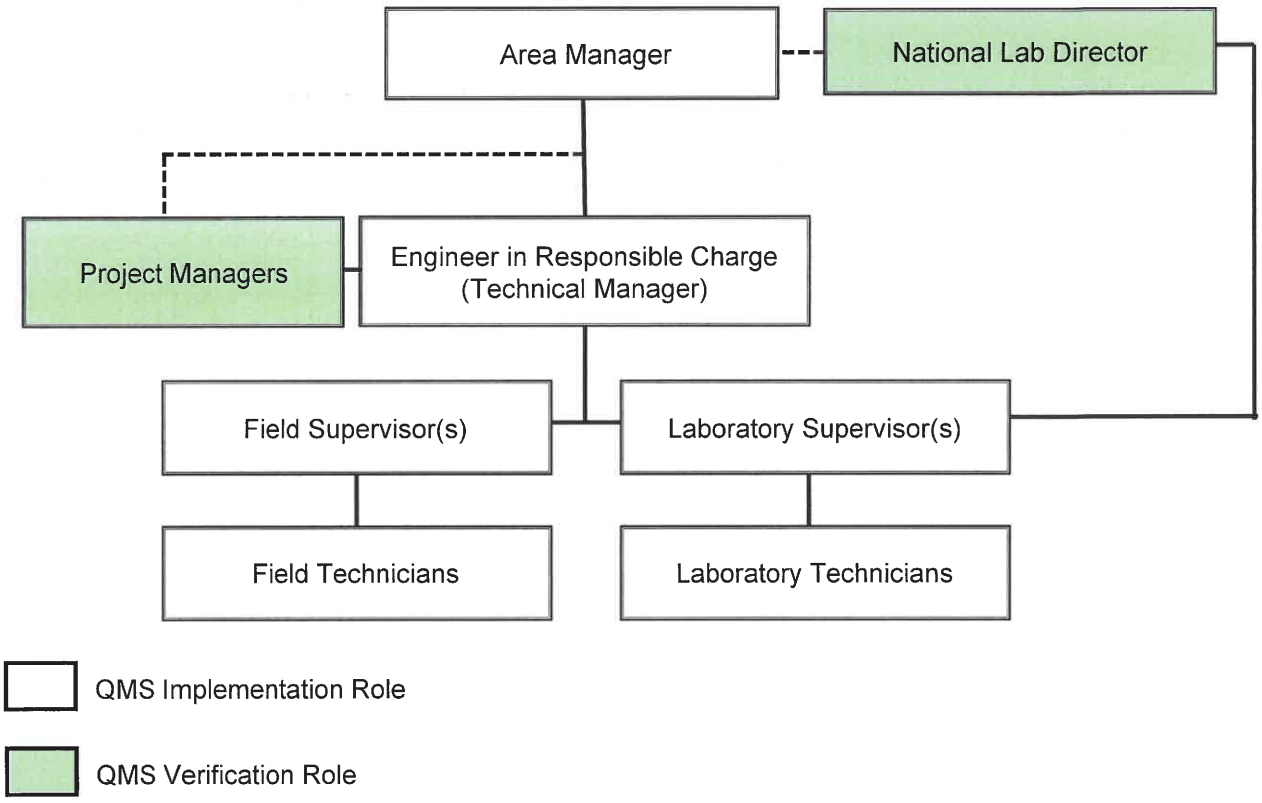


Figure 2: Kleinfelder Local Office Construction Services Organization Chart for the Construction Services Quality Management System (QMS)

3.3 POSITION (JOB) DESCRIPTIONS

Position (job) descriptions for each technical operational position are maintained on the Kleinfelder Intranet site.

3.3.1 Key Positions

The following are abbreviated descriptions of the key positions in the local office. These descriptions highlight roles specific to maintenance of the QMS and are not intended to supersede the descriptions on the Kleinfelder Intranet site under job descriptions.

3.3.1.1 Area Manager

The Area Manager is an operations manager for a geographic region. Each Area Manager is responsible for applicable aspects of the region's practice, including the skill and knowledge of the project professionals, the adequacy of staff resources, the capability of the staff to perform project activities, and the financial and professional performance for the region. Area Managers provide the resources necessary to implement this QMS and meet client requirements. This role supervises Laboratory and/or Field Supervisors, Engineers in Responsible Charge and/or Project Managers and is supervised by the respective Division Manager.

3.3.1.2 Engineer in Responsible Charge (Technical Manager)

This functional position may be filled by an individual with the title of Staff Professional II, Project Professional, Principal Professional, Senior Principal Professional, Project Manager I, II or III, Materials Operations Supervisor, or Materials Manager I or II. A registered engineer, or licensed design professional, with at least five years of construction materials experience and who is a full-time employee is in responsible charge of all relevant CoMET services. This role supervises Project Managers and Laboratory and/or Field supervisors and is supervised by other Project Managers, Engineers in Responsible Charge and/or Area Managers. The Engineer in Responsible Charge shall be able to make accurate judgements and decisions, communicate effectively, coordinate project activities, follow policies and procedures, manage performance, manage resources, and use computers and technology.

3.3.1.3 Project Manager

Project Manages may also hold the title of Project Manager I, II, or III, Lab Supervisor, Materials Operations Supervisor, or Materials Manager I or II. A Project Manager plans, directs, and manages project activities including project execution and project personnel management in an effort to meet the goals, objectives, and standards of the project within the prescribed time frame and budget. They respond to and address internal and external issues related to the project. They are responsible to schedule, leverage, and manage personnel engaged on the project for maximum project profitability and effectiveness. This role supervises Laboratory and/or Field supervisors and is supervised by other Project Managers, Engineers in Responsible Charge and/or Area Managers.

3.3.1.4 Laboratory Supervisor

The Laboratory Supervisor may have the Kleinfelder job title of Senior Technician, Supervisory Technician, Staff Professional I or II, Laboratory Supervisor, Materials Operations Supervisor, or Materials Manager I or II. The Laboratory Supervisor is responsible to confirm the QMS is implemented and maintained as required in this manual. They have direct access to the level of management where Construction Services policy decisions are made.

The Laboratory Supervisor oversees activities related to operations of the laboratory and laboratory technicians. They are responsible to meet project deadlines by providing proper scheduling and organization of samples to be tested, and to advise laboratory technicians of project work scopes. They are additionally responsible to direct laboratory technicians to perform tests and computations consistent with this QMS and applicable standards. This role supervises Laboratory and/or Field Technicians and is supervised by Project Managers, Engineers in Responsible Charge or Area Managers. An individual filling the Laboratory Supervisor role shall be able to communicate effectively, coordinate project activities, follow policies and procedures, manage performance, manage resources, and use computers and technology. The Laboratory Supervisor shall have a high school diploma, or equivalent, and a minimum of three years of experience relevant to testing (with the exception of labs that test masonry in accordance with C1093, then the laboratory supervisor shall have five years of experience – with two years specific to masonry materials).

3.3.1.5 Field Supervisor

The Field Supervisor may have the Kleinfelder job title of Senior Technician, Supervisory Technician, Lab Supervisor, Project Manager I, II or III, Materials Operations Supervisor, or Materials Manager I or II. The Field Supervisor is responsible to confirm the QMS is implemented and maintained as required in this manual. They have direct access to the level of management where Construction Services policy decisions are made.

The Field Supervisor oversees field technicians in their work on various field projects. They are responsible to meet project deadlines by providing proper scheduling of tests and inspections, and to advise field technicians of project work scopes. They are additionally responsible to direct field technicians to perform tests, inspections, and computations consistent with this QMS and applicable standards. This role supervises Laboratory and/or Field Technicians and is supervised by Project Managers, Engineers in Responsible Charge or Area Managers. An individual filling the role of Field Supervisory shall be able to communicate effectively, manager performance, manager resources and use computers and technology. The Field Supervisor shall have a high school diploma, or equivalent, and three years of experience relevant to testing.

3.3.1.6 Technician

Kleinfelder maintains 6 job titles with technician classification with varying levels of responsibility and competency requirements – Technician I, II, III, IV, Senior and Supervisory. Laboratory or Field Technicians are responsible to perform tests and inspections consistent with this QMS and applicable standards. This role is supervised by relevant Laboratory and/or Field Supervisors. Technicians shall be able to follow policies and procedures, perform quality work, and use computers and technology. They have a high school diploma, or equivalent; no minimum experience is required.

3.3.2 Multiple Positions

In some offices, the above noted positions may be combined. In locations that provide limited Construction Services, the Engineer in Responsible Charge (Technical Manager) may be located in a different office.

3.4 DELEGATION OF DUTIES DURING ABSENCE

In the event of an absence of any of the positions noted above, the delegation of authority or duty is assigned to an individual who has the appropriate qualifications (training, certification, etc.) to fulfill the duties necessary.

The local office shall designate an individual or position to serve as deputy in the absence of the Engineer in Responsible Charge (Technical Manager) and quality manager. This shall be recorded on the local office organization chart.

3.5 RESUMES

Resumes of personnel are stored online in the Sherlock database, accessible via the Kleinfelder Intranet site.

4 QUALITY MANAGEMENT SYSTEM ORGANIZATIONAL STRUCTURE

4.1 ORGANIZATIONAL STRUCTURE

The organizational chain of command of the QMS is as follows: Chief Executive Officer, President, Division Managers, Area Managers, Engineers in Responsible Charge (Technical Managers), Laboratory and/or Field Supervisors, and Laboratory and/or Field Technicians.

4.2 DELEGATION OF DUTIES

Individual quality task assignments are detailed throughout this manual and in the position (job) descriptions. If an individual assigned a task is unavailable, the Delegation of Duties during Absence statement of Section 3.4 shall apply.

5 TRAINING AND VERIFICATION

5.1 RESPONSIBLE INDIVIDUAL

5.1.1 Supervisors

Each Laboratory and/or Field Supervisor is responsible for determining and documenting that individuals assigned to work under their supervision are trained and verified as competent in the tasks assigned.

5.1.2 Individual

Each individual must notify their immediate supervisor if they have not been trained and verified to perform a task to which they are assigned, or if they are in any way uncomfortable or unsure about their skills. If a supervisor is not responsive to the concerns of the individual, the individual shall report their concerns directly to their Area Manager and/or the National Laboratory Director.

5.2 TRAINING

The following are acceptable means of training technicians and supervisors:

5.2.1 On-the-Job Training

On-the-Job training is provided to an employee being trained (trainee) by an employee who has been verified competent in the procedure (trainer). The trainee will read the procedure(s), observe the trainer perform the procedure(s), and then perform the procedure(s) under the direct supervision of the trainer. The trainer will document completion of On-the-Job training when the trainee has demonstrated their competency to perform the procedure(s) properly.

5.2.2 Formal Training

Formal training is provided, either in-house or external, through the provision of classes and seminars. Formal training is considered accomplished only on the basis of documented successful completion of a written examination and performance testing.

5.2.3 Prior Experience

Prior experience may be substituted for Kleinfelder training provided the competency of the individual is documented and verified before the technician performs work independently. Documentation of prior experience may include a resume or work history summary.

5.3 VERIFICATION (COMPETENCY EVALUATION)

For each task, competency is considered verified when an evaluator observes the performance of a task consistent with the requirements of the applicable procedure.

5.3.1 Frequency

The interval between evaluations shall not exceed 24 months.

5.3.2 Evaluators

Evaluations may be performed by in-house personnel, or third parties, including certification program personnel, assessment body personnel, or other consultants used to provide objective evaluations of competency.

5.4 RECORDS

Training and competency evaluation results are recorded on the Training and Competency Verification Record which is available the Kleinfelder Laboratory SharePoint Page on K-Net. Alternative records may be used provided the record contains the name of the individual evaluated, the date of the evaluation (mm-dd-yy), the test procedure(s) evaluated, identification of the individual who performed the evaluation, and comments about the evaluation activity, when applicable.

5.4.1 Field and/or Laboratory Supervisor

Records are maintained for each employee by the Field and/or Laboratory Supervisor. Relevant records include on-the-job training, formal training/certification, prior experience, and competency evaluation.

5.4.2 Employee

Upon completion of training or receipt of an externally provided training certification, the employee shall provide evidence of completion of training to their supervisor.

6 FACILITIES, EQUIPMENT, REFERENCE MATERIALS, AND SUPPLIES

6.1 FACILITIES

6.1.1 Environment

Portions of the laboratory are equipped with heating and air conditioning for temperature control, humidifiers and dehumidifiers for humidity control, and ventilation hoods for fume control, as appropriate to the standard test procedures for tests performed by the local office. Facilities are maintained in a clean and organized manner conducive to the performance of tests consistent with specified standard procedures and the industry standard of care.

6.1.2 Use of Equipment and Facilities Controlled by Others

In the event Kleinfelder performs services using equipment and/or facilities controlled by others, Kleinfelder verifies appropriate standards are met prior to our use of the equipment and/or facility. Verification is performed by one or more of the following methods and documented in the project file:

- Review of calibration records to determine if the equipment is acceptable for use.
- Verification of current calibration by a recognized external calibration laboratory.
- Calibration by Kleinfelder using tools traceable to a national or international standard.

6.2 EQUIPMENT

6.2.1 Equipment Inventory List

An equipment inventory list for the local office is maintained by the Laboratory Supervisor to identify and track equipment. This inventory list includes (when available):

- Equipment name
- Manufacturer

- Type or model
- Serial or other unique identification number
- Date received
- Condition received (new, used, refurbished)
- Date placed in service
- The internal calibration procedure, or notation that an external provider is used
- Calibration interval
- Date of calibration
- Date of next calibration
- Current general location (e.g. Materials Lab, Soils Lab, etc.)
- History of damage and/or repair (if applicable)

6.2.2 Manufacturer Instructions

If available, and applicable, manufacturer instructions are maintained by the Laboratory Supervisor.

6.3 REFERENCE MATERIALS

Kleinfelder has an up-to-date reference standards library including ASTM, AASHTO, ACI, AWS, local and state agency standards, etc., as applicable to services provided by the local office. The standards are readily accessible to personnel performing tests and inspections.

6.4 SUPPLIES (CONSUMABLE MATERIALS)

Kleinfelder uses supplies that comply with the requirements of the standard that specifies their use. When ordering supplies, applicable requirements will be communicated to the supplier through a purchase order, or documented correspondence.

6.4.1 Compliance

Supplies will be verified through manufacturer certificates of compliance or by performing testing and/or measurements as required by the standard.

6.4.2 Storage

Supplies will be stored as required by the standard and/or manufacturer requirements. If supplies are found to be improperly stored, they will not be used.

6.4.3 Records

When required by the test standard, records of compliance verification, storage, and/or storage environment will be maintained.

6.5 INFORMATION TECHNOLIGY SERVICES (ITS)

Kleinfelder's ITS manages all computer functions, including hardware, wide area network, local area networks, software, standard operating procedures, and security.

6.5.1 Hardware

All hardware system purchases are made through ITS to confirm system compatibility, functionality, and security. Additionally, ITS confirms installed hardware includes equipment for protection from power supply variations and has appropriate system components to support software, security, and operating procedure functions.

6.5.1 Security

ITS also establishes, maintains, and monitors computer security issues. These include virus scanning, password protocols and user privileges.

6.5.2 Data Integrity, Storage and Transmission

ITS establishes and monitors system standard operating procedures including drive allocation and use, electronic filing systems, automatic back-up systems, and user privilege scenarios.

Data is stored in secure off-site data centers. Backup of laboratory and field data collection systems is performed nightly.

Data is typically transmitted via email. Emails have a disclaimer regarding receipt of email by unintended recipients

7 EQUIPMENT MAINTENANCE AND CALIBRATION (STANDARDIZATION, VERIFICATION AND CHECK)

7.1 TERMINOLOGY

For this document "calibration", "standardization", "verification", and "check" will be considered calibration.

7.2 INTERVALS

When required, equipment shall be calibrated and maintained within the interval identified in the Kleinfelder CoMET Equipment Calibration Intervals table located on the Kleinfelder Laboratory SharePoint Page on K-Net. Kleinfelder has adopted the maximum intervals specified in quality system standards AASHTO R18, ASTM C1077, C1093, D3666 and D3740, as well as relevant standard test methods, whichever are most frequent. If equipment is not listed in these standards, Kleinfelder will establish an interval; this may include a one-time calibration for the life of the equipment. For equipment that is not used as frequently as the required calibration interval, the specified interval may be extended. However, whenever that piece of equipment is used, it must have had its calibration verified within a time period equal to or less than the specified interval. If there is reason to suspect equipment is not providing accurate test results, the item must be removed from service until it's accuracy has been verified, including recalibration, if needed.

7.3 RECORDS

The following information shall be included and/or traceable to the calibration certificates provided by ISO 17025 accredited calibration laboratories:

- A title of the certificate
- Name and address of the laboratory and location where the calibration was performed, if different from the address of the laboratory
- Description of the equipment calibrated
- Serial number or other unique identification number
- Date of the calibration
- Date the next calibration is due
- Results of the calibration (such as: pass/fail, deviations, out-of-tolerance)
- Identification of the individual who performed the calibration
- Identification of the calibration procedure used
- Identification of reference standards traceable to national or international standards used for calibration
- Condition of the equipment when received
- Environmental conditions that influence measurement results
- Estimated measurement of uncertainty

If the local office does not maintain ISO 17025 accreditation, the following information may be excluded from internal calibration records produced by the local office:

- Environmental conditions that influence measurement results
- Estimated measurement of uncertainty

Maintenance records shall include:

- Identification of who performed the maintenance and date performed.
- Reference to the maintenance procedure
- Identification of repairs performed, if any.

7.4 METHOD FOR MAINTAINING CURRENT MAINTENANCE AND CALIBRATION

7.4.1 Responsible Individual

7.4.1.1 Field

The Field Supervisor is responsible for field equipment.

7.4.1.2 Laboratory

The Laboratory Supervisor is responsible for laboratory equipment.

7.4.1.3 Individual

Each individual using a piece of equipment has the responsibility to confirm that it has current maintenance and calibration prior to use.

7.4.2 Equipment Inventory and Maintenance Log

The Equipment Inventory List identifies the required next date of calibration for each item and is maintained by the Laboratory Supervisor. This list is reviewed periodically to determine if calibrations are current.

The Maintenance Log identifies the schedule of maintenance for major equipment, along with procedures and check records, and is maintained by the Laboratory Supervisor.

7.4.3 Labels

When calibration or maintenance is performed, a label is applied to the piece of equipment showing the serial number or unique identification number, date calibration performed, the date next due, and the initials of the individual who performed the work. If the piece of equipment will not accommodate a label, other methods, such as labeling the equipment's container, will be used.

7.5 NEW EQUIPMENT

When new equipment is received, it is inspected to verify that it meets the requirements of the purchase order provided to the vendor, or that it meets the specifications provided by the vendor, and that it meets the requirements of the test standard for which it will be used. Prior to use, new equipment must be calibrated. Any equipment that is calibrated must also be added to the Equipment Inventory List.

7.6 OUT-OF-CALIBRATION EQUIPMENT

Equipment that needs repair or does not meet calibration criteria is identified in a manner that alerts potential users to its current removed from service condition.

7.7 REMOVAL OF EQUIPMENT FROM SERVICE

Equipment removed from service is clearly marked, labeled, or tagged to prevent inadvertent use, and is calibrated before being placed back into service.

7.8 RELOCATION OF EQUIPMENT

Equipment that could be affected by relocation (e.g. compression machine) is calibrated before it is returned to service.

7.9 PROCEDURES

7.9.1 External Calibration Service Provider Calibration Procedures

Procedures used by external calibration service providers are available to Kleinfelder upon request. Equipment manufacturers may be utilized for maintenance, repair, and calibration.

7.9.2 In-house Calibration and Maintenance Procedures

Where the applicable standard does not specify calibration or maintenance procedures, Kleinfelder has developed them consistent with standard engineering and testing principles. The local office equipment calibration and maintenance procedures are maintained by the Laboratory Supervisor.

7.10 CALIBRATION EQUIPMENT AND REFERENCE STANDARDS

7.10.1 Calibration Standard Traceability

Equipment used for calibration is traceable to national or international standards and is calibrated by ISO 17025 accredited calibration service providers.

7.10.2 Files for Equipment Certifications

The Laboratory Supervisor maintains files that contain equipment calibration certificates by both external agencies and in-house procedures.

7.10.3 Use and Storage

Equipment and Reference Standards used for in-house calibrations are stored in locations that limit their potential for use or accidental contact that might invalidate their traceability to national or international standards.

8 SAMPLE MANAGEMENT

8.1 DELIVERY

Sample control and protection on site and while in transit is the responsibility of the party, or parties, sampling and delivering samples to the laboratory. In cases where Kleinfelder is responsible for sampling and transporting samples, the samples are to be procured in accordance with specified sampling procedures and with project specific protocol. When applicable samples are to be:

- Stored and transported in a specific orientation, such as upright.
- Protected from environmental factors that may affect sample condition, such as temperature, humidity, and wind.
- Protected from physical factors that may affect sample condition, such as vibration and jarring.

8.2 IDENTIFICATION

All samples must be uniquely identified. Each sample received into the laboratory is identified on a Laboratory Testing Program, or Compression Test Data Sheet.

8.2.1 Required Information

When registered, each Laboratory Testing Program, or Compression Test Data Sheet, is assigned a unique number. Additionally, each sample has its own number. The combination of the Laboratory Testing Program, or Compression Test Data Sheet number (lab number) and the sample number (provided or assigned), or the combination of the project number, test pit or boring number, and depth becomes the unique identifier for the sample.

8.2.2 Sample Marking

Sample identification is retained throughout the life of the sample.

8.2.2.1 Compression Test Samples

At a minimum, the sample number and test date shall be marked on each sample with indelible ink.

8.2.2.2 Other Samples

These samples are identified by a method relevant to the material. This includes tagging or marking the sample, marking the sample container, by placing a tag in the sample container, or any combination of these. At a minimum, the following information is required: sample number and project number.

8.3 STORAGE

Samples received by the laboratory are stored and conditioned consistent with the requirements of the tests that are to be performed. These conditions include but are not limited to: prevention of water loss, drying under a variety of specified conditions, storage at specified temperatures, and storage at specified humidity.

8.4 RETENTION AND DISPOSAL

Sample retention after testing depends upon the sample type, tests performed and project requirements. Unless specified otherwise:

- Samples destructively tested are disposed of upon completion of the tests.
- Other samples are retained until the laboratory test report is issued.

8.5 SHIPPING AND HANDLING

Samples or portions of samples sent to another laboratory require the following information be included with the samples:

- The name of the originating laboratory.
- A Laboratory Testing Program, transmittal form, or chain of custody record identifying the sample, the testing instructions, special storage and disposal instructions and other relevant information.
- Additionally, certain samples require special care in handling. The receiving laboratory should be notified in advance of shipment of such samples. Appropriate containers, adequate markings, and adequate care and protection should be provided such that the sample integrity is not compromised as a result of shipment, transport, or handling.

9 TEST DATA, FIELD RECORDS, AND REPORTS

9.1 REPORT TYPE

9.1.1 Field Records and Reports

While a field technician or inspector is performing a test, inspection, or observation, pertinent information and results will be recorded on the appropriate field report form consistent with KTGD-2008.017, Project Documentation Guidelines for Materials Special Inspection.

9.1.2 Laboratory Data and Reports

9.1.2.1 Test Data

While a laboratory technician is performing a test, pertinent information and observations will be recorded. This may be a template (paper or electronic) with data fields or a blank worksheet. At a minimum, each data record must contain:

- Test method(s)
- Project number
- Sample number
- Date(s) the test was performed,
- The identification of the individual(s) who performed the test.

9.1.2.2 Spreadsheet Review

Kleinfelder uses application software, including our laboratory information management system (LabNet), Excel, and gINT to perform calculations and prepare reports. These systems are subject to the same reviews and requirements discussed in this manual for other reports.

9.1.2.3 Data Security and Integrity

Computers and networks used to capture, store, process and transmit data are password protected to prevent unauthorized use or manipulation.

9.1.2.4 Reports

Once a test is completed, a competent individual will review the results, checking for completeness, accuracy, and reasonableness of information and data in the report. Prior to issue, the report is approved by the individual accepting technical responsibility for the report, or their designee. The report is stored in the project file and the temporary worksheets will be discarded following Kleinfelder's published Project File Retention Policy, located in the Business Administration Manual (see also Section 9.3.2), and according to the requirements of this QMS.

9.1.2.5 Distribution

When distributing reports, steps shall be taken to confirm the report is transmitted to the intended recipient. Depending on client requirements, this may include uploading to a client hosted, password protected secure file server or sending to client provided email addresses. Communication of report distribution requirements is the responsibility of the Project Manager.

9.2 TYPICAL LABORATORY REPORT FORMS

9.2.1 Examples

Examples of typical laboratory reports are located on the Kleinfelder Laboratory SharePoint Page on K-net.

9.2.2 Sample Identification

Each sample for which test results are presented shall be identified in the test report by a sample number, along with other appropriate identification information.

9.2.3 Test Report Information

The reporting requirements in the appropriate test standard will be followed in preparing the written results for testing. As applicable, the following information shall be included and/or traceable to the report:

- A title (e.g. Laboratory Test Report)
- Name and address of the laboratory where the test was performed
- Identification of the report, date issued, and a sequential page number and total number of pages
- A description and identification of the test sample
- Date of receipt of the test sample
- Date(s) the test was performed
- Identification of standard test method(s) used and a notation of deviations from the standard test method
- Test results and other pertinent data required by the standard test method
- Identification of any test results obtained from tests performed by a subcontractor
- A limitations statement, noting that the results only relate to the items inspected or tested and that the report may not be reproduced, except in full, without prior written approval.
- Name of the individual(s) performing the inspections or tests
- If difference than above, the name of person(s) accepting technical responsibility for the test report
- Other relevant information (e.g. material supplier, material source, material type, sample location, date sampled, name of party who obtained sample)
- When relevant, sampling conditions, such as environmental conditions
- Where applicable, project or other material specifications may be presented and compared to the test results with a pass or fail disposition. Field reports of observations shall identify the nature of the observation, the item being observed, and location of the observation
- If non-standard testing procedures were used, they will be described in detail.

9.2.4 Amending Reports

9.2.4.1 Revision Date

If it becomes necessary to revise or amend a report, the original report date and the date(s) of revision will be shown on the report.

9.2.4.2 Audit Trail

Supplemental reports shall clearly be so identified, with the original report being identified in the report introduction in order to establish a clear audit trail.

9.3 FILES, RETENTION, AND CONFIDENTIALITY

9.3.1 File System

Project reports, testing programs (work orders), and test data will be safely stored in a manner that prevents damage, deterioration, or loss.

9.3.2 Retention

Test data records and reports will be retained for a minimum of five years from the date of the report. Sufficient information to permit recapitulation of the report includes original observations, calculations, and derived data with final test reports. In addition to the requirements of this QMS, Kleinfelder's Project File Retention Policy will be followed for retaining project documentation. Responsibility for carrying out the policy described herein is assigned to the Project Manager.

9.3.3 Confidentiality

9.3.3.1 Confidentiality Statement

Test reports are the property of the client. Reporting is restricted to the client or client-authorized personnel, and governmental/jurisdictional agencies, such as local building departments, as required. No results are distributed to non-client or non-Kleinfelder parties, except as noted above, unless authorized by the client or required by legal action.

9.3.3.2 Access

Only management and designated personnel are authorized to access or copy information from project files. Personnel involved with these activities are instructed in the confidentiality requirements described above.

10 DIAGNOSTIC AND CORRECTIVE ACTIONS

10.1 SERVICE TO THE CUSTOMER

Upon request and agreement, Kleinfelder will afford clients or their representatives' cooperation to clarify the client's request and to monitor performance in relation to the work performed, provided that confidentiality to other clients is maintained.

10.2 EXTERNAL ASSESSMENT AND PROFICIENCY SAMPLE PROGRAM PARTICIPATION

Kleinfelder requires local offices to participate in on-site assessments and inspections, and proficiency sample programs administered by external agencies.

10.3 ASSESSMENT, INSPECTION AND PROFICIENCY SAMPLE DEFICIENCIES

The programs in which Kleinfelder participates identify findings or results for which a response is necessary. Findings in assessments classified as 'nonconformity' or 'correction action request' require responses. Proficiency testing values that are more than 2 standard deviations from the average are considered deficient (poor result). In the event a deficiency is found, the Laboratory and/or Field Supervisor must be notified and is responsible for confirming the corrective action procedures described below are followed.

10.3.1 Cause Analysis (Identification of the Root Cause)

Determine if the deficiency is a result of procedural factors, equipment factors, the QMS, or a combination thereof. This analysis may include review of systems and procedures, verification of equipment calibration and suitability, verification of data entry, calculations and reporting, and interviews of personnel.

10.3.2 Implementation of the Corrective Action

The corrective action is the action taken to eliminate the cause of the deficiency and preclude recurrence. This may include: update of the QMS, retraining of the employee, and equipment repair and/or calibration.

10.3.3 Report

A report summarizing the results of the investigation, identification of root causes, and description of the corrective actions taken will be prepared. When required, this report will be sent to the appropriate program administrator by the deadline provided or within 60 days from receipt of the deficiency notification, whichever comes first. A copy of this report shall be filed with the report that identified the deficiency.

10.3.4 Monitoring

The Laboratory Supervisor or Field Supervisor, identified as applicable, will be responsible for implementing any corrections necessary and for monitoring results to determine if corrective actions taken are effective.

10.4 TECHNICAL COMPLAINTS

The procedure outlined below shall be followed in the event a technical complaint is received. A technical complaint is defined as any concern expressed to Kleinfelder personnel that could affect the quality of our testing services or the quality of test results that have or will be issued.

10.4.1 Notification

The Engineer in Responsible Charge (Technical Manager) shall be notified upon receipt of the complaint.

10.4.2 Verification

The Engineer in Responsible Charge (Technical Manager), or their designee, shall contact the complainant to determine if the complaint is founded. If the complaint is determined to be without basis, the investigation will be terminated. If the complaint is determined to be valid the details of the complaint will be verified and the expectations of the complainant regarding resolution and resolution date will be established.

10.4.3 Investigation

All reports, records, and pertinent data shall be collected and reviewed, and the Kleinfelder employee(s) who performed the work shall be interviewed.

10.4.4 Corrective Action Plan

Under the direction of the Engineer in Responsible Charge (Technical Manager), the involved personnel shall develop and implement a corrective action plan that addresses the resolution of the complaint. Such plans may include: resampling, retesting, re-inspection, consultation with in-house or third party technical experts, testing by a third party, in-house or third party split sample testing, equipment calibration, or employee competency verification.

10.4.5 Report

A designated manager, supervisor, or in-house expert shall report the findings verbally or in writing, depending upon the severity of the complaint, to the Engineer in Responsible Charge (Technical Manager).

10.4.6 Reply

After the report has been produced, a reply will be issued to the complainant.

10.5 ANALYSIS OF DEFICIENCY IMPACT

The procedure outlined below shall be followed for deficiencies noted through external assessments and inspections, internal audits, proficiency sample programs, employee competency verification, equipment calibration, or technical complaints, or if any equipment, test procedure, or analysis technique is found by any means to be defective provided that the deficiency could affect the quality of our testing services or the quality of test results that have or will be issued.

10.5.1 Stop Work

The use of the equipment, test procedure or analysis technique shall be suspended until the assessment and corrective actions, where relevant, have been completed and documented.

10.5.2 Cause Analysis (Identification of the Root Cause)

Determine if the deficiency is a result of procedural factors, equipment factors, the QMS, or a combination thereof. This analysis may include review of systems and procedures, verification of equipment calibration and suitability, verification of data entry, calculations and reporting, and interviews of personnel.

10.5.3 Assessment

The Laboratory and/or Field Supervisor shall assess the impact of the deficiency on other work and make a determination as to whether a corrective action plan needs to be developed.

10.5.4 Notification

If the Laboratory and/or Field Supervisor concludes the deficiency may have affected other work, he shall immediately inform the Engineer in Responsible Charge (Technical Manager). If deemed necessary, clients will be notified of potentially nonconforming test results.

10.5.5 Corrective Action Plan

The Laboratory and/or Field Supervisor shall assign individual(s) to develop a corrective action plan that includes the following:

- Identification of work affected by the deficiency; this includes work performed between the last satisfactory verification and the discovery of the deficiency
- Determination of the urgency of corrective actions
- Identification of corrective action requirements, which may include all or some of the following: resample, retest, re-measure, recalculate, revise engineering analysis, perform analysis of significance of deficiency, and revised reporting
- Development of a schedule for corrective actions
- Presentation of the plan to the Laboratory and/or Field Supervisor
- Finalization of the plan with approval from the Engineer in Responsible Charge (Technical Manager)
- Performance of corrective actions

11 INTERNAL AUDITS

11.1 SCOPE

Internal audits are performed to determine if operations comply with the requirements of this manual and the Standard Practices to which this manual is written, Section 1.1

11.2 FREQUENCY

Internal audits shall be conducted at least every 12 months.

11.3 INDIVIDUALS RESPONSIBLE

Where possible, the auditor will be trained and independent of the activities audited. The Laboratory and/or Field Supervisor, or their designee, is responsible to confirm performance of the audit, and may perform the audit, if necessary.

11.3.1 Field Testing and Inspection Activities

The Field Supervisor is responsible for the compliance with requirements of this QMS, preparation and performance of corrective action plans, reporting of corrective actions, and record keeping.

11.3.2 Laboratory Activities

The Laboratory Supervisor is responsible for compliance with the requirements of this QMS, preparation and performance of corrective action plans, reporting of corrective actions, and record keeping.

11.4 PROCEDURE

The audit shall consist of a review of a representative sampling of policies, procedures, and records using the current Kleinfelder Internal Audit form on the Kleinfelder Laboratory SharePoint Page on K-Net. The audit procedure is included with the Internal Audit form.

11.5 REPORT PREPARATION AND DISTRIBUTION

The individual performing the audit shall submit a completed report of their findings to the Engineer in Responsible Charge (Technical Manager), and the Laboratory and/or Field Supervisor.

11.6 CORRECTIVE ACTION

If corrective actions are needed, a plan shall be developed and implemented by the Laboratory and/or Field Supervisor. Upon completion of the corrective action plan, a report shall be submitted to the Laboratory and/or Field Supervisor.

12 MANAGEMENT REVIEWS

12.1 SCOPE

The Area Manager, or their designee, and the Laboratory and/or Field Supervisor shall perform a Management Review to determine the suitability and effectiveness of the QMS established by this manual. This review shall consider the following:

- Suitability of policies and procedures
- Quality policy objectives
- Reports from managerial and supervisory personnel
- Results of internal audits
- Corrective and preventive actions
- Results of external assessments
- Results of proficiency tests
- Changes in the volume and type of work
- Client feedback
- Complaints
- Recommendations for improvement
- Quality control activities
- Resources
- Personnel training

12.2 FREQUENCY

Management reviews shall be conducted at least every 12 months and whenever a technical complaint casts doubt on the effectiveness of this QMS.

12.3 REPORT PREPARATION

A report shall be prepared with the findings using the Kleinfelder Management Review form on the Kleinfelder Laboratory SharePoint Page on K-Net. The Laboratory and/or Field Supervisor are responsible for confirming actions identified in the report are carried out in an appropriate time frame.

13 SUBCONTRACTING EXTERNAL ORGANIZATIONS

For those occasions where the local office is not capable or equipped to perform a certain technical service, or when additional resources are needed, these services may be performed through another Kleinfelder office or a subcontractor. Additionally, for laboratories testing concrete and concrete aggregate in accordance with ASTM C1077, external organizations include calibration service providers and equipment maintenance providers, if used.

13.1 SELECTION

Kleinfelder's policy is to select subcontractors who meet the applicable requirements of the project which requires the service. If the service is specific to a contract, Kleinfelder requires subcontractors to comply with all requirements of the contract to which Kleinfelder is bound. When applicable, Kleinfelder uses subcontractors that meet the requirements of local, state, and federal statutes for licensing. ASTM C1077 subcontractor evaluations shall be performed prior to use of the subcontractor, or within 36 months of the past evaluation. Subcontractors are evaluated by review of one or more of these areas, where relevant and as agreed upon by the client:

- Capability
- Experience
- Accreditation status and scope
- Proficiency sample program participation and results
- Quality management system

13.2 REPORTING SUBCONTRACTOR RESULTS

The name of the subcontractor and specific data and analysis provided shall be clearly noted in the report. Typically, a complete copy of a subcontractor's report is included with the report.

13.3 APPROVED SUBCONTRACTORS

If the local office subcontracts CoMET services (testing and inspection related to scope of the local office accreditation) the use of the subcontractor shall be approved by the client. If used, a list of the common subcontractors is maintained.

14 REVIEW OF REQUESTS, TENDERS, AND CONTRACTS

Requests for Kleinfelder services typically come in the form of Requests for Proposals, Requests for Statements of Qualifications, and/or Purchase Orders.

14.1 EVALUATION

An individual with defined authority will review the request to make an assessment based on the financial viability of the request, associated risk, company policy and availability of resources.

14.2 RESPONSE

If Kleinfelder elects to respond, the response is prepared by individuals assigned to the task. Responses will be reviewed and signed by the responsible manager before delivery to the client.

14.3 CONTRACTS

If the client accepts the response, a contract shall be executed between the client and Kleinfelder. This contract should include the request for tender and the Kleinfelder response including the scope of work, fees, payment provisions, insurance requirements, limitations of liability, general conditions, and other significant items.

If changes are required during the course of the work, notification should be given to the client and/or Kleinfelder. Contract amendments should be executed detailing the changes in work scope and the effect on the contract terms.

14.4 CONTRACTING AUTHORITY

An approval matrix is maintained on the Kleinfelder Intranet site.

15 CONFLICT OF INTEREST

15.1 KLEINFELDER TO CLIENT

Kleinfelder will not knowingly provide services to a client where the outcome of those services affects the interests of Kleinfelder. This is considered a conflict with the interests of our client. Examples include where Kleinfelder or its principals may have direct personal or financial interests or where the results of our services may be compared with

previous services provided by Kleinfelder. Neither Kleinfelder nor its employees will perform work where remuneration for services is influenced by the results of those services.

15.2 CLIENT TO CLIENT

Kleinfelder will not knowingly provide services where the outcome of those services for one client conflicts with the interests of another client who has already retained Kleinfelder. In addition to services that are specifically in conflict, existing client relationships may project the appearance of inappropriate bias that is also considered by Kleinfelder to create a conflict of interest.

15.3 EMPLOYEE TO CLIENT

Kleinfelder will not knowingly assign an individual to work where that individual may have a conflict of interest beyond those of Kleinfelder. Such conflicts would include work that could personally or financially affect an employee or their immediate relations. Kleinfelder may elect, at our discretion, to provide these services with employees who do not have a conflict of interest.

END OF MANUAL

Kleinfelder Laboratory Certifications Stockton

wsp

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

CALTRANS ACCREDITATION LABORATORY INSPECTION REPORT

Expiration Date: 2023-02-15
Inspected By: Ed Gamboa
IA No.: 63
Phone: 209-497-7814
RSP #: 57
File: Material Category 500
Laboratory: Kleinfelder Inc.
Address: 2001 Arch Airport Road Stockton CA, 95203
Lab QC Mgr.: Breanna Debler
E-mail: bdebler@kleinfelder.com
Telephone: 209-948-1345
Fax #.: 209-948-0621

A certified Independent Assurance (IA) visited this laboratory on 2022-02-15

Only the equipment to be used on Caltrans Construction projects and/or local construction projects on the National Highway System was checked for qualification. At the time of Caltrans Accreditation, this laboratory had all necessary equipment to perform the test methods indicated below.

Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certification Form TL-0111 or AASHTO Proficiency Form TL-0115 prior to performing any sampling or testing.

ASTM D4791	CT 105	CT 106	CT 125 AGG	CT 125 GEN
CT 125 HMA	CT 201	CT 202	CT 204	CT 205
CT 206	CT 207	CT 208	CT 209	CT 212
CT 213	CT 216	CT 217	CT 226	CT 227
CT 229	CT 231	CT 235	CT 301	CT 304
CT 308	CT 309	CT 310	CT 366	CT 370
CT 375	CT 382	CT 504	CT 518	CT 521
CT 523.1 Section B.1 & B.2	CT 524	CT 533	CT 539	CT 540
CT 541	CT 543	CT 556	CT 557	

A visual check was performed and documents provided as necessary for the following items:

- ✓ Facility Safety Manual
- ✓ Laboratory Procedures Manual
- ✓ Laboratory Quality Control Manual
- ✓ Proper test equipment
- ✓ Copies of current applicable test procedures
- ✓ Calibration and service documentation
- ✓ Calibration stickers affixed to test equipment (dated within the 12 months)

On 2022-02-15, this laboratory was Caltrans Qualified by:

Ed Gamboa IA No. 063
(Printed name of IA person)

(Signature of IA person)

Please verify lab accreditation by visiting SIAD website: https://sia.dot.ca.gov/

Joshua Smith Materials Testing Resume & Certifications

wsp

Joshua Smith, CWI, NDT Lvl II, NACE Level II

Materials Technician/Inspector

Years of Experience
20 years

Education
General Education Diploma

Certifications
ACI: Concrete Field Testing, Grade 1

ASNT: UT, MT, PT, Level II

AWS: Certified Welding Inspector, No. 13111451

ICC Special Inspector: Structural Welding; Structural Steel and Bolting

NACE Certified Coating Inspector Level II

STI SP001 Tank Inspector

CPN Training on Radiation Safety & Use of Nuclear Gauge

Caltrans Certified: CT 125, 106, 125, 231, 375, 504, 518, 523, 533, 539, 540, 543, 556, 557

Loss Prevention System Safety Training

Radiation Safety Officer (RSO)

Mr. Smith has over 20 years of experience in the structural steel/welding industry, with extensive knowledge in code related practices such as welding procedure qualification, welder/welder operator qualification, and welding plan development. He worked for 8 years with Alaska DOT as quality assurance lead, planning, budgeting, coordinating inspections in remote locations; reviewing QC plans and specifications. Experienced in source and field inspections, he has expertise in International Code Council (ICC) and applicable standards (Caltrans, American Welding Society(AWS), American Concrete Institute (ACI), American Institute of Steel Construction (AISC). He currently maintains multiple Caltrans Testing Certifications.

Selected Project Experience

State Route 132 West Freeway/Expressway – Phase 1, Modesto, CA

Mr. Smith serves as Kleinfelder's lead source inspector and materials testing lead for the project. The project proposes to construct a new access-controlled freeway from Dakota Ave. in rural Stanislaus County east to connect with SR99 and Needham Street in the City of Modesto. The new access-controlled freeway will consist of two lanes separated by a median divider. Access to SR99 will be via east and west couplets. Dakota Avenue will be reconstructed to form a new 3-lane roadway between Maze and Kansas Avenue. SR132 from Dakota east to SR 99 will be relinquished back to the City and County following completion of the project. Four new bridges will be constructed including a new overhead crossing of SR99.

Nigliq Bridge, CD5 North Slope, AK

Included a 6-mile gravel road built on tundra, a 1,421-ft bridge that was built and "launched" using a unique state of the art hydraulic launching system capable of pushing the entire bridge across the channel. Unique challenges to the projects include harsh winter conditions where temperatures regularly reach -40F, 24 hours of darkness, limited seasonal access via ice roads and platforms to bridge sub structure. as lead quality inspector, Mr. Smith supervised six other full-time inspectors working around the clock 24 hours a day, 7 days a week to meet the accelerated schedule set by Conoco Phillips.

Alaska DOT, Glenn Hwy Eagle River Bridge NB Bridge, Eagle River, AK

Quality assurance inspection and materials testing for the new three-lane northbound bridge and supporting infrastructure.

Search Testers

Search Form

Full Name

Joshua Smith ×

Lab

Select a Lab

District

Select a District

Test Method

Select Test Methods

IA Responsible

Select Names

Search | Export results in Excel

Showing **1-1** of **1** item.

Matched Records

First Name	Last Name	Lab(s)	Active Certifications/Proficiencies	Details

First Name	Last Name	Lab(s)	Active Certifications/Proficiencies	Details
Joshua	Smith	1) Kleinfelder Inc. 2001 Arch Airport Road Stockton District 10	CT 105: Calculations - Gradings (JTCP) CT 106: Definitions - Specific Gravity (SpG) CT 125 AGG: Sampling - AGGREGATES CT 125 HMA: Sampling - HMA CT 231: Relative Compaction - Nuclear Gage CT 375: AC Density by Nuclear Gage CT 504: Air Content of PCC - Pressure Method (JTCP) CT 518: Unit Weight - PCC (JTCP) CT 523.1 Section B.1 & B.2: Flexural Strength (Field Fabrication) (JTCP) CT 533: Ball Penetration - PCC CT 539: Sampling Fresh Concrete (JTCP) CT 540: Making Cylinders - PCC (JTCP) CT 543: Air Content of PCC - Volumetric Method (JTCP) CT 556: Slump - PCC (JTCP) CT 557: Temperature - PCC (JTCP)	View

For concerns with missing or erroneous data, please contact your Independent Assurance personnel

Please submit any comments or questions to the SIAD Task Manager:
Robby Rodriguez
Robby.Rodriquez@dot.ca.gov
916-240-3821
Accessibility Information

James Zepeda Materials Testing Resume & Certifications

James "Jimmy" Zepeda, ACI

Materials Technician

Years of Experience
28 years

Education
High School Diploma

Certifications
ACI: Concrete Field Testing, Grade 1

CPN Training on Radiation Safety & Use of Nuclear Gauge

ICC Special Inspector: Concrete, Structural Masonry, Structural Steel& Bolted Connections, Structural Welding, Soils

Caltrans Certified: CT 105, 125, 201, 231, 375, 504, 518, 533, 539, 540, 543

Loss Prevention System Safety Training

Mr. Zepeda has over 28 years of experience as a materials inspector. He holds numerous ICC certifications including Master of Special Inspection as well as being a California Department of Transportation (Caltrans) certified quality tester for numerous test methods. His experience includes testing and observation services involving concrete placement, reinforcing steel placement, pre-stressed and post-tensioning operations, welding verification, masonry, roofing, nailing, asphalt, and batch plant inspections. Mr. Zepeda has been the lead materials inspector for the various transportation infrastructure and building projects.

Selected Project Experience

State Route 132 West Freeway/Expressway – Phase 1, Modesto, CA

Mr. Zepeda serves as a materials tester for the project. The project proposes to construct a new access-controlled freeway from Dakota Ave. in rural Stanislaus County east to connect with SR99 and Needham Street in the City of Modesto. The new access-controlled freeway will consist of two lanes separated by a median divider. Dakota Avenue will be reconstructed to form a new 3-lane roadway between Maze and Kansas Avenue. Four new bridges will be constructed including a new overhead crossing of SR99.

SR-132/Bird Road Interchange, Tracy, CA

Mr. Zepeda was the lead materials tester on the project. This project consisted of constructing a new interchange at the intersection of State Route 132 and Bird Road. As part of the interchange project, a two-lane bridge was constructed over State Route 132. The new bridge is a two-span, cast-in-place, prestressed box girder structure ranging from about 195 to 250 feet in length. Our services were provided to the Construction Management firm on an as requested basis.

Center Point Intermodal Center, Manteca, CA

Mr. Zepeda served as materials tester for the project. Responsibilities included providing materials testing (field and laboratory) and inspection services for asphalt, concrete, steel, soils, and aggregate base. This is a 168-acre logistics center, covering 168 acres and 3.1 million SF of combined facilities.

I-5/French Camp Road Interchange, Stockton, CA

The project consisted of the reconstruction of the I-5 and French Camp Interchange and reconfiguring the Interstate 5 and French Camp Road Interchange and realigning Manthey Road. Mr. Zepeda's scope of services on this project consisted of quality assurance testing services.

Search Testers

Search Form

Full Name

Jimmy Zepeda ×

Lab

Select a Lab

District

Select a District

Test Method

Select Test Methods

IA Responsible

Select Names

Search | Export results in Excel

Showing **1-1** of **1** item.

Matched Records

First Name	Last Name	Lab(s)	Active Certifications/Proficiencies	Details

First Name	Last Name	Lab(s)	Active Certifications/Proficiencies	Details
Jimmy	Zepeda	1) Kleinfelder Inc. 2001 Arch Airport Road Stockton District 10	CT 105: Calculations - Gradings (JTCP) CT 106: Definitions - Specific Gravity (SpG) CT 125 AGG: Sampling - AGGREGATES (JTCP) CT 125 HMA: Sampling - HMA (JTCP) CT 201: Sample Preparation - Soil and Aggregates (JTCP) CT 231: Relative Compaction - Nuclear Gage CT 375: AC Density by Nuclear Gage CT 504: Air Content of PCC - Pressure Method (JTCP) CT 518: Unit Weight - PCC (JTCP) CT 533: Ball Penetration - PCC CT 539: Sampling Fresh Concrete (JTCP) CT 540: Making Cylinders - PCC (JTCP) CT 543: Air Content of PCC - Volumetric Method (JTCP) CT 556: Slump - PCC (JTCP) CT 557: Temperature - PCC (JTCP)	View

For concerns with missing or erroneous data, please contact your Independent Assurance personnel

Please submit any comments or questions to the SIAD Task Manager:
Robby Rodriguez
Robby.Rodriquez@dot.ca.gov
916-240-3821
Accessibility Information

NEGOTIATED COST ESTIMATE

COST ESTIMATE

SR 120 / MCKINLEY AVENUE INTERCHANGE

FROM:

WSP USA INC.

Approved: _____

TO:

CITY OF MANTECA

Wednesday, May 4, 2022

Basis For Estimate

1) WSP services to start May 2022 and end November 2023.
2) Construction begins July 2022.
3) Annual labor escalations of 3.5% to be effective in January.
4) Proposed Fee Profit = 10%.
5) Field office provided by contractor. If contractor does not provide field office, it will be provided at cost after knowning City of Manteca's space requirements and expectations.

SR 120 / MCKINLEY AVENUE INTERCHANGE
WSP USA INC.

COST ESTIMATE SUMMARY

WSP BURDENED LABOR COSTS

LABOR			$	1,710,219	
OVERTIME			$	16,619	
SECOND SHIFT PREMIUM 15% Hours Estimate			$	5,792	
		SUBTOTAL			$ 1,732,630

SUBCONSULTANT(S):

Environmental, Material Testing, Source Inspection	**KLEINFELDER**	16.49%	$	390,000	
Public Outreach	**AIM**	3.61%	$	85,421	
Headlight	**PAVIA SYSTEMS**	1.15%	$	27,240	
		SUBTOTAL			$ 502,661

WSP EXPENSES:

			$	129,246	
		SUBTOTAL			$ 129,246

		TOTAL			**$ 2,364,537**

Construction Management Services - SR 120 / McKinley Road Interchange

Proposed Labor Schedule

YEAR:			2022										2023											TOTAL HOURS
			Pre Const		Construction																Post Const			
POSITION	NAME	FIRM	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	
Project Manager	Bart Littell, PE	WSP	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	10	10	10	286
Resident Engineer and Structures Representative	Eric Lilly, PE, CCM	WSP	80	152	152	152	152	152	152	152	152	152	152	152	152	152	152	152	152	152	80	2,744
ARE / Office Engineer	Chad Baker, EIT	WSP	80	152	152	152	152	152	152	152	152	152	152	152	152	152	152	152	152	152	80	2,744
Schedule / Claims	Scott Frenette, JD, CCM	WSP		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8			128
Construction Inspector	Ryan George	WSP			152	152	152	152	152	152	152	152	152	152	152	152	152	152				2,128
Construction Inspector	Brice Ehoff	WSP				152	152	152	152	80	80	152	152	152	152	152	152	152				1,832
Construction Inspector (Peak)	Roy Robbert	WSP																				0
Project Administrator	William Sievers	WSP	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	76
Staff performing inspection services are subject to prevailing wage rates																						**9,938**

OVERTIME HOURS

YEAR:			2022										2023											TOTAL HOURS
			Pre Const		Construction																Post Const			
POSITION	NAME	FIRM	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	
Construction Inspector	Ryan George	WSP				10	10	10						10	10	10	10	10				80
Staff performing inspection services are subject to prevailing wage rates																						**80**

SR 120 / MCKINLEY AVENUE INTERCHANGE
WSP USA INC.

STRAIGHT TIME LABOR COSTS

POSITION	NAME	FIRM	Jan. 1, 2022 - Dec. 31, 2022			Jan. 1, 2023 - Dec. 31, 2023			TOTAL HOURS	TOTAL COST
			HRS	BILL RATE	TOTAL	HRS	BILL RATE	TOTAL		
Project Manager	Bart Littell, PE	WSP	112	350.00	$39,200.00	174	350.00	$60,900.00	286	$100,100
Resident Engineer / Structures Representative	Eric Lilly, PE, CCM	WSP	992	223.17	$221,384.64	1,752	230.98	$404,676.96	2,744	$626,062
Schedule / Claims	Scott Frenette, JD, CCM	WSP	48	195.45	$9,381.60	80	202.29	$16,183.20	128	$25,565
Construction Inspector	Ryan George	WSP	1,672	165.78	$277,184.16	456	172.16	$78,504.96	2,128	$355,689
Construction Inspector	Brice Ehoff	WSP	1,376	165.78	$228,113.28	456	172.16	$78,504.96	1,832	$306,618
Construction Inspector	Roy Robbert	WSP	0	165.78	$0.00	0	172.16	$0.00	0	$0
Project Administrator	William Sievers	WSP-GSO	28	128.58	$3,600.24	48	133.08	$6,387.84	76	$9,988
ARE / Office Engineer	Chad Baker, EIT	WSP	992	102.02	$101,203.84	1,752	105.59	$184,993.68	2,744	$286,198
			5,220		**$880,067.76**	**4,718**		**$830,151.60**	**9,938**	**$ 1,710,219**

Bart Littell rate capped at $350 per hour.
Inspector rate increase for 2023 does not begin until July 2023 due to a planned prevailaing wage increase by the DIR.

SR 120 / MCKINLEY AVENUE INTERCHANGE
WSP USA INC.

OVERTIME COSTS

			Jan. 1, 2022 - Dec. 31, 2022			Jan. 1, 2023 - Dec. 31, 2023				
POSITION	*NAME*	*FIRM*	*HRS*	*BILL RATE*	*TOTAL*	*HRS*	*BILL RATE*	*TOTAL*	*TOTAL HOURS*	*TOTAL COST*
Construction Inspector	Ryan George	WSP	50	204.78	$10,239.00	30	212.66	$6,379.80	80	$16,619
			50		**$10,239.00**	**30**		**$6,379.80**	**80**	**$16,619**

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SR 120 / MCKINLEY AVENUE INTERCHANGE
WSP USA INC.

ESTIMATED EXPENSES

	UNIT / QTY	UNIT COST ($)	SUBTOTAL ($)		
EXPENSES					
A) VEHICLES, VEHICLE O&M, COMPUTERS, FIELD EQUIPMENT, SAFETY EQUIPMENT, SURVEY EQUIPMENT					
	Hours				
Bart Littell, PE	286	$13	3,718		
Eric Lilly, PE, CCM	2,744	$13	35,672		
Chad Baker, EIT	2,744	$13	35,672		
Scott Frenette, JD, CCM	128	$13	1,664		
Ryan George	2,208	$13	28,704		
Brice Ehoff	1,832	$13	23,816		
Roy Robbert	0	$13	0		
				$	129,246
ESTIMATED EXPENSES				**$**	**129,246**

Field office provided by contractor. If contractor does not provide field office, it wlll be provided at cost after knowning City of Manteca's space requirements and expectations.

COST ESTIMATE

SR 120 / MCKINLEY AVENUE INTERCHANGE

FROM:

WSP USA INC.

Approved: _____

TO:

CITY OF MANTECA

Wednesday, May 4, 2022

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SR 120 / MCKINLEY AVENUE INTERCHANGE
WSP USA INC.

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		SUBTOTAL			$ 502,661
WSP EXPENSES:			$	129,246	
		SUBTOTAL			$ 129,246
		TOTAL			**$ 2,364,537**

Construction Management Services - SR 120 / McKinley Road Interchange

Proposed Labor Schedule

YEAR:			2022										2023											TOTAL HOURS
			Pre Const		Construction																Post Const			
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Staff performing inspection services are subject to prevailing wage rates																						9,938

OVERTIME HOURS

YEAR:			2022										2023											TOTAL HOURS
			Pre Const		Construction																Post Const			
POSITION	NAME	FIRM	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	
Construction Inspector	Ryan George	WSP				10	10	10						10	10	10	10	10				80
Staff performing inspection services are subject to prevailing wage rates																						80

SR 120 / MCKINLEY AVENUE INTERCHANGE
WSP USA INC.

STRAIGHT TIME LABOR COSTS

POSITION	NAME	FIRM	Jan. 1, 2022 - Dec. 31, 2022 HRS	BILL RATE	TOTAL	Jan. 1, 2023 - Dec. 31, 2023 HRS	BILL RATE	TOTAL	TOTAL HOURS	TOTAL COST
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SR 120 / MCKINLEY AVENUE INTERCHANGE
WSP USA INC.

OVERTIME COSTS

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SR 120 / MCKINLEY AVENUE INTERCHANGE
WSP USA INC.

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	UNIT / QTY	UNIT COST ($)	SUBTOTAL ($)		
EXPENSES					
A) VEHICLES, VEHICLE O&M, COMPUTERS, FIELD EQUIPMENT, SAFETY EQUIPMENT, SURVEY EQUIPMENT					
	Hours				
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Roy Robbert	0	$13	0		
				$	129,246
ESTIMATED EXPENSES				**$**	**129,246**

Field office provided by contractor. If contractor does not provide field office, it wlll be provided at cost after knowning City of Manteca's space requirements and expectations.

ATTACHMENT 2

INSURANCE REQUIREMENTS

EXHIBIT 1

Insurance Requirements for Professional Services

INSURANCE REQUIREMENTS

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

Minimum Limits of Insurance: Coverage shall be at least as broad as:

Commercial General Liability

- Commercial General Liability Insurance with $2,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured ***on 2001 or earlier issued endorsement forms***:
  "City of Manteca, its officers, officials, employees, agents, and volunteers".

Automobile Liability

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

- Automobile Liability Insurance with $1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:
  "City of Manteca, its officers, officials, employees, agents, and volunteers".

Worker's Compensation

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions)

Insurance appropriates to the Contractor's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.
2. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

Verification of Coverage

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

Notice of Cancellation

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

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca

Waiver of Subrogation

Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

SPECIAL RISKS OR CIRCUMSTANCES

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
250 Park Avenue, 5th Floor
New York NY 10177

CONTACT NAME: AJG Service Team
PHONE (A/C, No, Ext): 212-981-2485 **FAX (A/C, No):** 212-994-7074
E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : QBE Specialty Insurance Company	11515
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WSPGLOB-01
WSP USA Inc.
One Penn Plaza
New York, NY 10119

COVERAGES **CERTIFICATE NUMBER:** 361454602 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2021	10/31/2022	Per Claim	$2,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIRTY (30) DAYS NOTICE OF CANCELLATION
RE: Project No. 202016858 | MANTECA SR120/MCKINLEY AVENUE INTERCHANGE PROJECT

CERTIFICATE HOLDER

City of Manteca
1001 W. Center Street
Manteca CA 95337

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/19/2022

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CONTACT NAME: AJG Service Team
PHONE (A/C, No, Ext): 212-994-7100 **FAX (A/C, No):** 212-994-7047
E-MAIL ADDRESS: GGB.WSPUS.CERTREQUESTS@AJG.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Insurance Corporation	42404
INSURER B : Zurich American Insurance Company	16535
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WSPGLOB-01
WSP USA Inc.
One Penn Plaza
New York, NY 10119

COVERAGES **CERTIFICATE NUMBER:** 583310652 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	GLO 9835819-09	5/1/2022	5/1/2023	EACH OCCURRENCE	$ 3,500,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 3,500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 7,500,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,500,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	AS7-621-094060-032	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
A A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	WA7-62D-094060-012 WA7-62D-094060-982 WA7-62D-095609-072 WC7-621-094060-912	5/1/2022 5/1/2022 5/1/2022 5/1/2022	5/1/2023 5/1/2023 5/1/2023 5/1/2023	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIRTY (30) DAYS NOTICE OF CANCELLATION.
RE: Project No. 202016858 | MANTECA SR120/MCKINLEY AVENUE INTERCHANGE PROJECT
City of Manteca, its officers, officials, employees, agents, and volunteers are included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The coverage provided by the General Liability and Automobile Liability policies is primary and any other coverage shall be excess only not contributing. Waiver of Subrogation applies to Additional Insured with respect to the General Liability, Automobile Liability and Workers Compensation / Employers Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Umbrella follow forms the General Liability, Automobile Liability and Employers Liability policies.

CERTIFICATE HOLDER

City of Manteca
1001 W. Center Street
Manteca CA 95337

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE