

CITY OF STOCKTON
STANDARD AGREEMENT

ATTACHMENT A

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and TRC Engineers, Inc. ("Contractor") to provide construction management services as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:

Commences on:

Terminates on: December 31, 2021

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 701,261

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G - Special Funding Terms & Conditions CARES

(If applicable check box) YES ☐

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

TRC Engineers, Inc.

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):



9/18/2020

Authorized Signature

Date

Hank Doll, Vice-President/Regional Manager

Printed Name and Title of Person Signing

1760 Creekside Oaks Drive, Suite 290, Sacramento, CA 95833

Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

John M. Luebberke, City Attorney

BY:

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

Provide full-service construction management and inspection services for the Veterans Affairs Medical Facility Off-site Utilities Improvements Project.

2. Project Scope

Provide construction management and inspection services for the Veterans Affairs (VA) Medical Facility Off-site Utilities Improvements Project (Project). The Project will extend water and sanitary sewer utilities to the VA Medical Facilities Campus at 6505 South Manthey Road, French Camp, California. In addition to construction management and inspection services, provide public outreach and coordination with outside agencies, i.e., the US Army Corps of Engineers (USACE), Veterans Affairs Administration, San Joaquin County Public Works (SJCPW), San Joaquin General Hospital, utility companies and residents. The Project's certified Environmental Impact Report (EIR) has California Environmental Quality Act (CEQA) Findings and a Mitigation Monitoring and Reporting Program (MMRP) that specifies certain mitigation measures that need to be implemented prior to and during construction of the project. Additional coordination with the City's environmental consultant, Basecamp Environmental is required.

Refer to the Tasks noted under Item No. 4 below, the TRC Engineers, Inc. Proposal for the Construction Management Services for the VA Medical Facility Off-site Utilities Improvements Project, and TRC's Fee Schedule for further details of the project scope, which is attached and incorporated herein.

3. Major Deliverables

The following deliverables shall be provided as described in the TRC Engineers proposal, fee schedule, and as noted below.

4.1 Pre-construction Phase

- Procore System for document management
- Agenda/Meeting Minutes

4.2 Construction Phase

- Agenda/Meeting Minutes
- Construction Management Plan
- Daily Inspection Reports/Photography/Documentation Files

- Lab Testing Results/Reports
 - Safety Reports
 - Certified Payroll/DBE Utilization Forms
 - Progress Reports (schedule, claims, change orders, etc.)
- 4.3 **Post Construction Phase**
- Data for Record Drawings
 - Punchlist
 - Final Progress Payment
 - Notice of Completion/Final Report
 - Environmental Commitment Final Report
 - Material Certification Report

For further details refer to the TRC Engineers, Inc. Proposal for the Construction Management Services for the VA Medical Facility Off-site Utilities Improvements Project, and TRC's Fee Schedule, which is attached and incorporated herein.

4. **Tasks That Support the Deliverables**

The following tasks shall be performed as described in the TRC Engineers, Inc. Proposal and fee schedule and as outlined below:

- 5.1 **Pre-Construction Phase**
- Plan Preparation and Constructability Review
 - Pre-construction Conference
 - Document Control
- 5.2 **Construction Phase**
- Construction Management
 - On-site Quality Assurance/Control Inspection
 - Communications/Public Outreach
 - Meetings
 - Safety Management
 - Traffic Management
 - Special Provisions Compliance/Storm Water Pollution Prevention
 - Materials Testing/Source Inspection/Geotechnical Support/QA Surveying
 - Labor Compliance
 - Progress Payments
 - Construction Schedule
 - Change Orders
 - Cost Control
 - Potential Claims/Dispute Resolution
 - Monthly Status Reports
- 5.3 **Post-Construction Phase**
- As-built Drawings

- Final Walkthrough
- Project Completion Reports and Closeout

For further details refer to the TRC Engineers, Inc. Proposal for the Construction Management Services for the VA Medical Facility Off-site Utilities Improvements Project, and TRC's Fee Schedule, which is attached and incorporated herein.

5. Internal and External Standards and Guidelines

The consultant shall be familiar with the 2018 Caltrans standards plans and specifications, the City of Stockton's standards plans and specifications, San Joaquin County standard plans and specifications, project provisions and project plans.

6. Criteria of Acceptance for Deliverables

All deliverables/services shall be acceptable to the City and reviewed for consistency and expediency.

7. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: TRC Engineers, Inc.	City: City of Stockton
Attn: Hank Doll	Attn: City Manager
1760 Creekside Oaks Drive, #290	425 N. El Dorado Street
Sacramento, CA 95833	Stockton, CA 95202

8. Key Personnel

Gemma Biscocho, Senior Civil Engineer/City Project Manager
209-937-8734

Gemma.Biscocho@stocktonca.gov

Dustin Rath, Resident Engineer/ TRC Project Manager
707-291-2681

drath@trccompanies.com

Exhibit B
Insurance Requirements for Professional Services

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s).

Contractor 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 negligent performance of the work hereunder by the Contractor, its representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit of **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of **\$1,000,000** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit of **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary

and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

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

Additional Insured Status

The City of Stockton, its officers, officials, employees, and City-designated volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and City-designated volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and City-designated volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor 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 City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

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 Stockton.

Claims Made Policies (note – applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Contractor shall furnish the City of Stockton 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 City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require certified copies of redacted Declaration Pages of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of certificates and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: *"Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request."* Contractor shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances and Contractor will be compensated for any additional premium costs for getting such coverage.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

**EXHIBIT C
GENERAL TERMS AND CONDITIONS**

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Notwithstanding the foregoing or anything to the contrary in this Agreement, Contractor shall retain sole ownership of its preexisting information and intellectual property including, but not limited to, working papers, computer programs, software and associated source code, and intellectual property, general skills, know-how processes, patents, patents pending standard details, templates, figures or specifications or Contractor's seal, stamp or certification, or any third party software previously developed by Contractor specifically for other customers of Contractor, or previously developed by Contractor

for the purpose of providing substantially similar services to other Contractor customers. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

Any reuse of documents for purposes not contemplated under this Agreement or modification of the aforementioned materials, work products or documents by the City without the Contractor's written permission shall be at the City's sole risk, and the Contractor shall have no liability with respect to such reuse or modification.

6. **Timeliness.** Time is a Material Consideration in this Agreement. Notwithstanding the foregoing, in no event will Contractor be responsible for damages or considered in default due to delays beyond Contractor's control. Further, Contractor acknowledges that the failure of Contractor to exercise a reasonable standard of care to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. **Contractor's Status.**

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor fifteen (15) days prior to effective date of the termination. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party provided, that defaulting Party be given the (10) days to cure or materially commence to cure such default.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City which shall not be unreasonable withheld, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend, and indemnify City of Stockton and its officers, officials, employees, and City-designated volunteers from and against all claims, damages, losses, and expenses including reasonable attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor

shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits.

Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. No Personal Liability. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation to the City's Non-discrimination Policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, quarantine requirements, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to recommence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement. Integration. and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D
PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. Time for Performance.

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the

City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. **Compensation**

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. **Personnel**

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 **Key Personnel**: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the

services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and

partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

EXHIBIT E COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. **Project Price**

- 1.1 The maximum the Contractor shall be paid on this Agreement is \$ 701,261 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.
- 1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City’s needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:
 - i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
 - ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
 - iii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.
- 1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based

on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

- 1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.
- 1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed 10%.

2. **Task Price**. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1	Pre- Construction Phase	\$ 29,805.33
2	Construction Phase	\$ 644,948.23
3	Post Construction Phase	\$ 16,232.40
4	Other Direct Costs	\$ 10,275.04
	TOTAL PRICE	\$ 701,261.00

3. **Hourly Rates**. The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Hourly Billable Rate Schedule

See Attachment A to Exhibit E, TRC Engineers, Inc. Cost Proposal and Fee Schedule.

4. **Additional Fees**. Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

See Attachment A to Exhibit E, TRC Engineers, Inc. Cost Proposal and Fee Schedule.

5. Invoice to Address. Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Municipal Utilities Department
Attention: mudeng@stocktonca.gov
MUD Engineering Division
2500 Navy Drive
Stockton, CA 95206



Cost of Services Worksheet

September 8, 2020

Project Schedule		2020					2021									
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug		
Calendar days		31	30	31	30	31	31	28	31	30	31	30	31	31		
Work days		21	21	22	19	22	20	20	23	22	20	22	21	22		
VA OFF-SITE UTILITIES																
PRE-CONSTRUCTION				56												
CONSTRUCTION					252	272	248	248	284	272	248	272	152			
POST CONSTRUCTION														80		

Estimated Prof. Svcs NTP: October 2020

Estimated Substantial Completion (Construction): July 2021

Manhours: 2384

Position	Name	Rate	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Hours	Totals
VA OFF-SITE UTILITIES																	
PRE-CONSTRUCTION																	
Contract Manager	Lincoln Leaman	\$ 262.79														0	
PM/RE	Dustin Rath	\$ 210.23			24											24	\$ 5,045.52
* Lead Inspector (Day ST)	Justin Wehling	\$ 185.98			16											16	\$ 2,975.68
Scheduling Support	George Escano	\$ 175.19			16											16	\$ 2,803.04
SUBTOTAL: LABOR																	\$ 10,824.24
Subconsultant:	AIM Consulting	Allowance														NTE	\$ 17,957.09
Subconsultant:	CASI Admin Services	Allowance														NTE	\$ 1,024.00
SUBTOTAL: SUBCONSULTANTS																	\$ 18,981.09
SUBTOTAL PRE-CONSTRUCTION:																	\$ 29,805.33
CONSTRUCTION																	
Contract Manager	Lincoln Leaman	\$ 262.79														0	
PM/RE	Dustin Rath	\$ 210.23				76	88	80	80	92	88	80	88	48		720	\$ 151,365.60
* Lead Inspector (Day ST)	Justin Wehling	\$ 185.98				152	176	160	160	184	176	160	176	96		1,440	\$ 267,811.20
* Lead Inspector (Day OT)	Justin Wehling	\$ 259.73														0	
Scheduling Support	George Escano	\$ 175.19				24	8	8	8	8	8	8	8	8		88	\$ 15,416.72
SUBTOTAL: LABOR																	\$ 434,593.52
Subconsultant:	AIM Consulting	Allowance														NTE	\$ 37,050.71
Subconsultant:	CASI Admin Services	Allowance														NTE	\$ 16,384.00
Subconsultant:	ENGEO	Allowance														NTE	\$ 146,670.00
Subconsultant:	O'Dell Engineering	Allowance														NTE	\$ 10,250.00
SUBTOTAL: SUBCONSULTANTS																	\$ 210,354.71
SUBTOTAL CONSTRUCTION:																	\$ 644,948.23
POST CONSTRUCTION																	
Contract Manager	Lincoln Leaman	\$ 262.79														0	
PM/RE	Dustin Rath	\$ 210.23												40		40	\$ 8,409.20
* Lead Inspector (Day ST)	Justin Wehling	\$ 185.98												40		40	\$ 7,439.20
Scheduling Support	George Escano	\$ 175.19														0	
SUBTOTAL: LABOR																	\$ 15,848.40
Subconsultant:	CASI Admin Services	Allowance														NTE	\$ 384.00
SUBTOTAL: SUBCONSULTANTS																	\$ 384.00
SUBTOTAL POST CONSTRUCTION:																	\$ 16,232.40
SUBTOTAL VA OFF-SITE UTILITIES:																	\$ 690,985.96
ODC's																	
Vehicles (hourly)	\$747.10/mo pro-rated	\$ 4.31			56	252	272	248	248	284	272	248	272	152	80	2,384	\$ 10,275.04
SUBTOTAL: ODC's																	\$ 10,275.04
SUBTOTAL ODC's:																	\$ 10,275.04
TOTAL OF CONTRACT																	\$ 701,261.00

Notes and Assumptions:

- Fees are based on 180 working day construction duration with professional services NTP anticipated in October 2020.
- Should the actual schedule require more or less professional services than proposed adjustments to this estimate may be required.
- 5% annual escalation effective every January 1st, beginning 1/1/2022.
- Unless otherwise noted, above rates are straight-time rates. Overtime, rain, holidays and potential time extensions or delays may result in additional professional services.
 - Night work and Overtime will be billed at a pro-rata adjusted rate.
- Wages for inspection subject to Calif. Labor Code Section 1772.
- Rates are based on DIR Prevailing Wage Determination NC-63-3-9-2020-1. TRC will pay and bill accordingly.
- * Denotes employees/classifications that are subject to prevailing wage.

Full set of Inspector Bill Rates:

Lead Inspector (Group 1)

Name	Shift	ST	OT	DT
Justin Wehling (thru 12/31/21)	Day	\$ 185.98	\$ 260.00	\$ 334.00
	Night	\$ 205.00	\$ 288.00	\$ 371.00
Garrett Davis (thru 12/31/21)	Day	\$ 188.62	\$ 259.00	\$ 329.00
	Night	\$ 207.00	\$ 286.00	\$ 365.00

BACKUP Inspector (Group 2)

- This estimate is based on specific scope of work assumptions.
- Client will be billed only for hours worked.

EXHIBIT F

TIMELINE

1. Consultant shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

Refer to the Project Schedule shown on TRC Engineers, Inc. Cost Proposal (Attachment A to Exhibit E)

PROPOSAL



Construction Management Services for the
**Veterans Affairs Medical Facility
Off-Site Utilities Improvements Project**

M20026/PUR 19-041

JULY 16, 2020

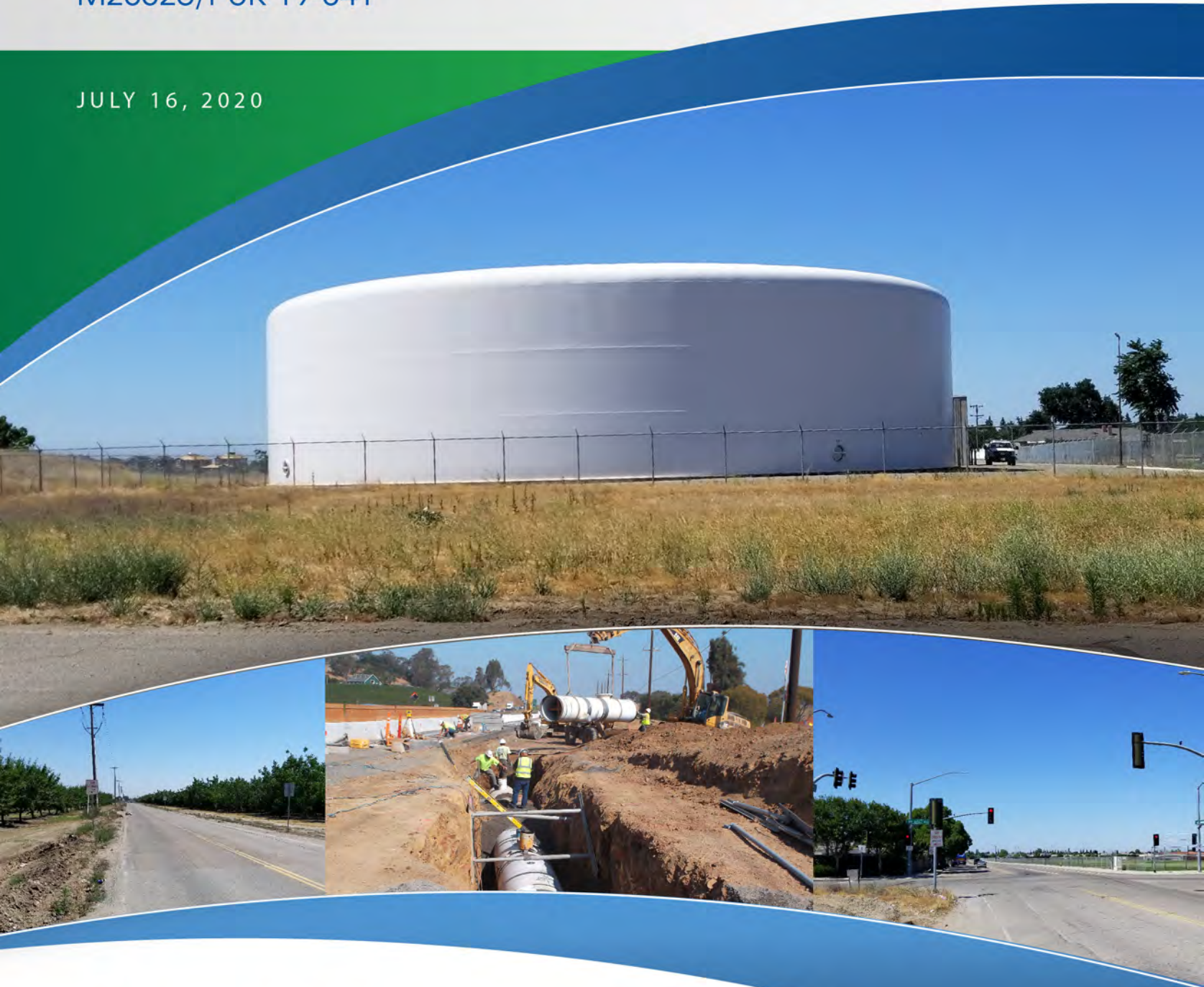


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Fee Schedule

(Under Separate Cover/Sealed Envelope)

Additional Information

City of Stockton Standard Agreement

PROPOSAL DOCUMENTS

- A) RFP –
Construction Management Services for Veterans Affairs
Medical Facility Off-site Utilities Improvements Project
- B) M20026/PUR 19-041
- C) July 16, 2020

COMPANY NAME: TRC Engineers, Inc.

CONTACT NAME: Lincoln Leaman, PE, QSD/P

ADDRESS: 183 D'Arcy Parkway, Lathrop, CA 95330

TELEPHONE NUMBER: (916) 995-6572

EMAIL: LLeaman@trccompanies.com

**NON-COLLUSION
AFFIDAVIT FOR INDIVIDUAL PROPONENT**

No. 1
STATE OF CALIFORNIA, _____)ss.
County of _____
(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2 AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF CALIFORNIA, _____)ss.
County of Solano
(insert)

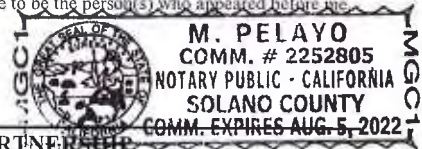
Hank Doll, PE, QSD/P | Vice President, Regional Manager - TRC Engineers, Inc. being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this 1 day of July, 2020
by M. Pelayo, notary, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____



No. 3 AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, _____)ss.
County of _____
(insert)

each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,

designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
CONSTRUCTION MANAGEMENT SERVICES FOR THE VETERANS AFFAIRS
MEDICAL FACILITY OFF-SITE UTILITIES IMPROVEMENTS PROJECT
PROJECT NO. M20026/PUR 19-041

PROPONENT'S AGREEMENT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at www.stocktonca.gov/mudbid.
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

TRC Engineers, Inc.
FIRM


SIGNED BY

(916) 562-2053
TELEPHONE NO./FAX NO.

HDoll@TRCcompanies.com
E-MAIL ADDRESS

1760 Creekside Oaks Drive, Suite 290
Sacramento, California 95833
ADDRESS

Hank Doll, PE, QSD/P
Vice President | Regional Manager
TITLE OR AGENCY

7/1/20
DATE



183 D'Arcy Parkway
Lathrop, California 95207

ATTACHMENT A
T 209.858-5500
TRCcompanies.com

September 9, 2020

Office of the City Clerk
First Floor, City Hall
425 North El Dorado Street
Stockton, CA 95202-1997

Subject: REVISED Proposal to Provide Construction Management Services for the Veterans Affairs Medical Facility Off-Site Utilities Improvements Project, M20026/PUR 19-041

Dear Ms. Garza:

TRC is pleased to submit a proposal to provide construction management services for the Veteran Affairs Medical Facility Off-Site Utilities Improvements Project. As the City of Stockton (City) prepares to expand its sewer collection and water distribution infrastructure, it will require an experienced engineering team with the right combination of expertise and commitment to client service to seamlessly deliver technically sound, community- focused solutions. TRC is that team!

Commitment of the Best People

Our approach to meeting key project goals and delivering successful projects to you is largely based on the selection and commitment of the best people. Our team will be led by Construction Manager, Dustin Rath—a 22-year veteran engineer and construction manager with extensive experience with a wide-range of capital improvement and infrastructure projects, including water, wastewater, transportation, and public building (K-12, higher education, healthcare/hospital, and municipal). He is also a Civil Engineer Corps Officer in the US Navy Reserve and has in-depth experience working with federal agencies such as US Army Corps of Engineers, Veteran Affairs, and Naval Facilities Engineering Command (NAVFAC). Dustin will be supported in the field by Lead Construction Inspector Justin Wehling and Backup Construction Inspector Garrett Davis — experienced CM professionals knowledgeable of the complexities of large diameter, deep sewer and potable water pipeline construction. Our in-house capabilities will be supplemented by AIM Consulting, who will provide public outreach services; Contract Administrative Services, Inc. (CASI) who will provide labor compliance services; ENGEO, who will provide materials testing and specialty inspection support; and O'Dell Engineering, who will provide quality assurance surveying services.

Each individual on our team can tout a long list of successfully completed water and transportation infrastructure improvement projects, including several that involve multiple regulatory, funding, and permitting agencies and in city streets, open space, and water crossings. Based on our review of the RFP, we understand we may be asked to include City staff as part of our team; however, as directed we did not build our staffing plan to account for this possibility.

Our Qualifications are Solid

The TRC team has the capabilities and experience to creatively bring your needed infrastructure improvements to realization. From pre-construction to construction, and through closeout, TRC delivers soundly engineered, well-constructed, and context-sensitive solutions to enhance safety and functional efficiency. We have successfully worked on 80 Caltrans contracts since the late 1980's, as well as countless City and County public works improvement contracts. In addition, TRC has provided construction management services to the California Department of Water Resources (DWR) Division of Engineering since 2008. These statewide environmental enhancement projects have ranged from levees, dams, and canals to treatment facilities, large pipelines, access roads, pumping and power generation plants, and flood control facilities. Whether large or small, planned or emergency response projects—TRC has been there, and will continue to be there—to leverage our experience in construction management and inspection techniques to improve quality and efficiency of our client's critical infrastructure.

A Value-Added Approach

While we demonstrate this combination of expertise and technical know-how throughout this proposal, you will see the distinction in our ability to foresee obstacles, work in a collaborative fashion, and provide creative solutions. These skills, learned from our previous work experience, will directly translate into cost-effective solutions and minimized risk to you. Our team's experience is a perfect fit for the City's project to install new sewer and water utilities to serve the proposed Veteran Affairs Community Based Outreach Clinic and Community Living Center currently under construction.

Our value-added approach meets a variety of project challenges and demonstrates our understanding of what is needed to successfully deliver projects that minimize public inconvenience, meet construction and materials standards, and achieves the City's overall goals. Our entire team is committed to the Veterans Affairs Medical Facility project and looks forward to partnering with you.

Requirements and Contact Information

TRC has reviewed the RFP in its entirety and understands the terms of the City's Standard Agreement including the insurance requirements noted in Exhibit B of the Standard Agreement (Pages 30-33 of this RFP), and have provided further comments regarding the Standard Agreement at the end of our proposal. Our Cost Proposal is provided in a separate, sealed envelope. We acknowledge receipt of Addendum Nos. 1 and 2, dated June 23, 2020 and July 9, 2020, respectively. This proposal is a binding offer to contract with the City of Stockton according to the requirements of this RFP for a period of one hundred and twenty (120) calendar days from the proposal due date.

As Vice President and Firm Principal, I am authorized to represent TRC in contractual issues. Lincoln Leaman will serve as Contract Manager and will also be TRC's point of contact with the City of Stockton during the consultant selection process and the duration of the contract. Lincoln can be reached at: 183 D'Arcy Parkway, Lathrop, CA 95330; via phone at (916) 995-6572 or via email at LLeaman@trccompanies.com.

Respectfully submitted,

TRC ENGINEERS, INC.

A handwritten signature in blue ink that reads "Hank Doll".

Hank Doll, PE, QSD/P
Vice President and Regional Manager

A handwritten signature in blue ink that reads "Lincoln Leaman".

Lincoln Leaman, PE, QSD/P
Vice President and Contract Manager

Executive Summary

City of Stockton is embarking on an exciting journey to improve the offsite utilities extension to serve the Veterans Affairs Medical Facility. This project will require a “best in management” approach coupled with an integrated and experienced team to seamlessly deliver a technically sound, community-focused asset. The TRC Team stands ready to provide the City with a peace of mind in meeting budget, schedule, scope, and quality objectives for the Veterans Affairs Medical Facility Improvements Project.



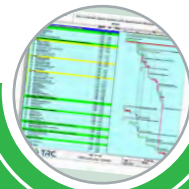
COMMITMENT
OF THE BEST
PEOPLE



SOLID REAL-WORLD
EXPERIENCE



A VALUE-ADDED
APPROACH



ADHERENCE
TO SCHEDULE



TECHNICAL
KNOW-HOW

If you remember just **five** key points from our proposal...

1 COMMITMENT OF THE BEST PEOPLE

The TRC Team offers federally funded experience on infrastructure improvement projects that is unmatched.

Contract Manager Lincoln Leaman, PE, QSD/P has more than 28 years of in the planning, construction, and management of a broad range of capital improvement projects, including master planned developments, water-related (sewer lift stations and plant commissioning and decommissioning); transportation (bridges, highways, local streets, and streetscapes), recreation (parks), and underground utilities projects. His experience coupled with the experience of the core members of our CM team will ensure the success of this project.

22-year veteran engineer, **Dustin Rath, PE, GE, QSD/P**, has extensive experience with a wide-range of public improvement projects, including water/sewer, bridge and retaining structures, roadway/highway and infrastructure improvements. Dustin recently completed the a 5MG tank and distribution pipeline project for the City of Lincoln. As **Project Manager/Resident Engineer**, he will be there to answer the critical questions and make sure that key issues don't slip through the cracks.

Lead Construction Inspector Justin Wehling brings 21 years of inspection and construction management experience. He has extensive experience with infrastructure projects including sewers, storm drains, potable water, reclaimed water, curbs & gutters, sidewalk and AC roadways, ADA compliance, and similar items on city capital improvement projects.

2 SOLID REAL-WORLD EXPERIENCE

The TRC Team is well-versed in the successful delivery of water distribution and sewer collection projects with similar scopes of work involving deep excavations, large diameter pipe, environmental compliance and restrictions, public relations, and staged construction. Our in-depth knowledge of open-cut, pipe jacking, and microtunnelling methodologies means that we can meet all of the Veterans Affairs Medical Facility Off-Site Utilities Improvements project's needs.

3 A VALUE-ADDED APPROACH

Each team member can list numerous years of working on water and wastewater infrastructure improvement projects and is cross-trained to provide backup assistance to one another—affording the City economies of scale when it comes to staff redundancy. We will add value to each document we handle, and with each potential challenge we identify and mitigate.

4 ADHERENCE TO PROJECT SCHEDULE

Schedule and cost control are critical to any construction contract. By being proactive with constructability reviews; utility and stakeholder coordination; and the resolution of project issues—TRC keeps projects on schedule and budget.

5 TECHNICAL KNOW-HOW

We believe that the best risk control is early identification. We add value based on best practices learned from previous projects of similar scope and complexity. We turn project risks into opportunities.

Experience Qualifications Summary

River Islands Master Planned Development & Infrastructure Projects

City of Lathrop, California

Since 2008, TRC has been a trusted advisor, providing quality on-call construction support and staff augmentation services to the City of Lathrop on various contracts, including sewer line installations, utilities, pipe jacking, cathodic protection, lift stations, force mains, roadway/interchange work, and oversight of private developer site improvements.

The River Islands Master Planned Development project was initiated as Stage 1 (Stewart Road Extension), a backbone infrastructure project to serve the River Islands Technology School (opened fall 2013). The Stewart Road Extension and infrastructure project included 2 miles of arterial roadway extension and associated utility installations, including six jack and bore utility extensions under the UPRR, connection to a regional 30-inch-diameter domestic water transmission main, and large-scale site dewatering to install underground utilities.

Subsequently, Stages 1A and 1B were initiated to provide infrastructure for 1,498 single-family residential lots (sewer, domestic water, reclaimed water, storm drain, dry utilities, and landscaping). Relevant projects in this stage included:

- 1.5 MGD sewer lift station with SCADA controls and flushing station
- 2,500 feet of 30 – 36-inch sewer trunk line at a depth of 18 to 25 feet deep
- Over 2 miles of regional arterial roads with 8-inch gas transmission main through a 500-foot bridge
- 1.3 miles of overhead transmission line and substation
- Several hundred acres of commercial/retail sites
- Construction of seven new lakes

Stage 2A infrastructure, was completed in early 2019, and involved the installation of wet and dry utilities for 1,043 single family dwelling residential lots, construction of a variety of parks and a school site, and construction of 2 ½ miles of a 200-year certified levee. Rough grading for this project included over 2 million cubic yards of cut and the construction of two lakes. Relevant utilities required for Stage 2A include:

- 30,000 feet of new mainline sewer and water
- 20,000 feet of local drainage pipeline and inlet structures
- 10,000 feet of trunk sewer and storm drain lines
- 20,000 feet of domestic and reclaimed water distribution lines
- 2500 feet of new overhead electric transmission line and substation
- 10,000 feet of lake interconnect pipeline, lake fill line, and lake aeration line



Stage 2B infrastructure, which is expected to be completed in 2020, installs wet and dry utilities for more than 1,100 single family dwelling residential lots and associated public amenities, including a variety of parks and a school site, and construction of 5 miles of 200-year certified levee construction. Mass grading, which was completed this spring, included over 3.5 million cubic yards of cut and the construction of two lakes. Relevant infrastructure in Stage 2B includes:

- 35,000 feet of new mainline sewer and water
- 15,000 feet of local drainage pipeline and inlet structures
- 10,000 feet of trunk sewer and storm drain lines
- 20,000 feet of domestic and reclaimed water distribution lines
- 10,000 feet of lake interconnect pipeline, lake fill line, and lake aeration line

For nearly two decades, TRC has remained a reliable consultant to the City of Lathrop and has delivered services in a professional and a timely manner. **Project Team Members include:**

- Lincoln Leaman, Construction Manager, 50%
- Justin Wehling, Lead Construction Inspector, 75%
- Garret Davis, Construction Inspector, 50%

Project Highlights:

- Deep Sewer Trunk Line
- Lift Stations
- Dewatering
- Large Diameter Pipeline
- Utility Coordination
- Bypass Pumping
- EI&C/SCADA

Aqueduct Energy Efficient Project (AEEP) - Reaches A-D/MSN B3

North Marin Water District (NMWD), California

TRC provided full construction management, administration and inspection services on the aqueduct pipeline expansion and relocation project. The Project relocated approximately 3 miles of 36-inch-diameter welded steel pipe aqueduct that services over 80 percent of NMWD's customers in Novato and other areas of Marin County, and relocated approximately 1,800 feet of 8-inch distribution line.

The existing 36-inch pipe was upsized to a 42-inch welded steel pipe, and relocated to accommodate the widening of US-101 through the Marin/Sonoma Narrows. This critical relocation project, which is a result of the Caltrans' Marin Sonoma Narrows (MSN) project included:

- Two jack and bore crossings of Highway 101 and another of San Antonio Creek
- Four horizontal directional drilled crossings off of Highway 101
- Three connections with the existing aqueduct that required extensive coordination with District staff
- Extensive coordination with local businesses and residences, Caltrans, and environmental consultants



Type: Pipeline

Size: 15,840 lf / 36-42-inch-diameter pipeline

Project Highlights:

- Large Diameter Pipeline
- Pipeline Relocation
- Open and trenchless technology methods including HDD
- Extensive Utility and Stakeholder Coordination

TRC consistently provided services to NMWD to complete the project on-time. **Project Team Members include:**

- Dustin Rath, Project Manager, 30%

Tank #3 at Catta Verdera North

City of Lincoln, California

As part of the City of Lincoln's existing on-call contract, TRC provided construction management and inspection services for this capital improvement project (CIP 377). The Tank #3 at Catta Verdera North provides an additional 5-million gallons (MG) of treated water storage to meet anticipated water demands. Construction included a 163-ft diameter by 39-ft tall pre-stressed concrete water reservoir to store treated water delivered to the City from Placer County Water Agency.

The overall project included:

- 5 MG concrete domestic water storage tank
- 1,000 lf of 16-inch-diameter domestic water pipeline
- 5,500 lf of 36-inch-diameter domestic water pipeline
- Connecting to the existing system at the future 36-inch pipeline and metering station
- Electrical instrumentation and controls
- Trail realignment
- Fencing
- Dirt generated from the tank site was used to fill the old City Pond Site and create eight residential lots for the adjacent neighborhood
- Grading for future 5 MG tank
- Redevelopment of existing pond site to merchant builder lots



Type: Pipeline

Size: 6,500 lf / 16-36-in-diameter pipeline

Project Highlights:

- Contract and Project Management
- Resident Engineering
- Construction Inspection
- Office Engineering
- CPM Schedule Review
- SWPPP Compliance Monitoring
- Contract Administration

TRC has been the preferred consultant to the City for nearly 20 years, and has successfully delivered services in a professional and a timely manner. **Project Team Members include:**

- Lincoln Leaman, PE, Contract/Project Manager, 25%
- Dustin Rath, PE, GE, Resident Engineer, 100 %

Moore Road Intersection and Sewer Trunk Line Extension

City of Lincoln, California

TRC has been providing on-call construction management and support services to the City of Lincoln since 2008. Projects have included roads, bridges, lift stations, force mains, full underground and overhead utilities, signals, lighting, landscaping, irrigation, pipe jacking, cathodic protection, and SWPPP monitoring.

As part of the City's on-call contract, TRC provided inspection services on the Moore Road Reconstruction and Sewer Trunk line Extension Project. The Moore Road project, located in the Southwest corner of Lincoln, roughly a half mile west of the intersection of Sorrento Parkway and Ferrari Ranch Road, includes the realignment and reconstruction of Moore Road, conversion of the Sorrento Parkway intersection to a standard Tee intersection and the extension of underground utilities (Storm Drain, Water Transmission, and Sewer Trunk line).

The 3,400 linear feet of the 36-inch sewer trunk line extension was part of a regional project that reduced lift stations and provided a recycled water distribution line from the treatment plant. Installation methods included dewatering, deep shoring, and Controlled Low Strength material (CLSM) backfill to the greater of 2.5 times the pipe diameter or top of vertical trench, whichever was greater.

Chambers Drive Sewer/Nicolaus Road Pump Station Force Main Improvements

City of Lincoln, California

As part of the City of Lincoln's on-call contract, TRC provided resident engineering and inspection services on this pump station improvements project that was part of a regional sewer and reclaimed water master plan for the City. Work involved the completion of a north to south sewer trunk line, decommissioning of two sewer lift stations, construction of a new force main connection, new and reconstructed manholes, upgrades to an existing sewer lift station, and roadway reconstruction. The project included:

- Installation of 600 lf of 30-inch vitrified clay pipe (VCP) gravity sewer line
- Installation of 40 lf of 36-inch Ductile Iron Pipe (DIP)
- Bypass and decommissioning of the Moore Road sewer lift station
- Bypass of the Waverly lift station and retrofit of the Nicolaus Road sewer lift station
- Construction of a new 18-inch-diameter force main on Waverly
- Diversion of 18-inch-diameter DIP force main in Chambers Drive



Type: Sewer Trunk Line

Size: 3,400 lf / 36-inch-diameter pipeline

Project Highlights:

- Sewer Trunk Line
- Dewatering
- Utility Coordination

For nearly two decades, TRC has been a reputable consultant to the City and has delivered services in a professional and a timely manner. **Project Team Members include:**

- Lincoln Leaman, Construction Manager, 100%



Type: Sewer Trunk Line, Force Mains, and Lift Stations

Size: 18-36-inch-diameter pipeline

Project Highlights:

- Lift Stations
- Force Mains
- Bypassing Pumping

TRC has been a long-time, reliable consultant to the City of Lincoln and completed this project well within the original 150-day contract duration. **Project Team Members include:**

- Lincoln Leaman, Resident Engineer, 100%

Management/Method of Operation

Project Understanding

The Veterans Affairs (VA) Medical Facility Off-Site Utilities Improvement Project will provide sanitary sewer and potable drinking water infrastructure to the proposed Veterans Affairs Medical Facility currently being constructed on Manthey Road near the intersection of Leo Giron Drive. Work includes extension of existing sanitary sewer by installation of a 42-inch pipe down Wolfe Road. This system continues through an adjacent walnut grove, along Yettner Road, and down Manthey Road by installation of 21-inch, 15-inch, and 12-inch pipes, respectively to the point of connection at the Medical Facility. Connection to the existing Weston Ranch Reservoir facility (water tanks) will be made by installation of 30-inch pipe to Yettner Road. This alignment continues along Yettner Road to Manthey Road in a 16-inch pipe until reaching the point of connection.

Additionally, a section of the 18-inch waterline will be installed on Wolfe Road near the intersection with French Camp Road to provide clearance for installation of new sanitary sewer manholes. The contractor has the option of installing portions of the new utilities by traditional open-cut, microtunnel, or jack-and-bore techniques. Restoration of streets will include reconstructing the pavement section and new striping.

Because this project involves a significant amount of impact to the public, the coordination component of the project is paramount. This coordination requires accurate planning and implementation on the part of the Contractor in order to minimize both the impact to the San Joaquin County General Hospital operations and public inconvenience.



The VA Medical Facility Off-Site Utilities Improvements Project will provide sewer and water services to the proposed 158,000 square foot **Community-Based Outpatient Clinic (CBOC)** and 80-bed **Community Living Center (CLC)** currently under construction adjacent to the San Joaquin General Hospital.

Challenges and Approach to Solutions

The management of this work will require an experienced team that has worked on sewer collection and water distribution system infrastructure projects of similar size and complexity in the past. Our Project Manager/Resident Engineer, Dustin Rath, has experience and lessons learned from previous projects that will keep construction progressing smoothly, on time, and within budget.

We have identified potential construction challenges for this project, as well as approaches to mitigate their impact. Throughout each of the activities identified, we will have a full-time presence on-site that will monitor and document a daily report on the activities of the contractor relative to these and other issues that may arise during the course of construction.

Project Safety

Safety on a project can never be emphasized enough. We understand that every project has safety concerns, and items that stand out on this project include:

- Identifying and protecting existing utilities
- Trenching and shoring safety
- Traffic control and detours

At TRC, we are committed to providing superior safety performance and are confident that our safety culture, management, and oversight will allow for a working environment that identifies and eliminates unsafe conditions and allows each employee to return home safely every day.

Although the contractor is ultimately responsible for jobsite safety, TRC feels that safety is everyone's responsibility to monitor the project for adherence to the safety requirements. This commitment to health and safety is a large part of our culture, which is why TRC's Safety Division assigns a Safety Manager to periodically conduct safety inspections on our projects, at no additional cost to the City.

We believe maintaining safety is integral to performing the work correctly, not a separate activity that conflicts with production. We accomplish this by requiring daily pre-task planning meetings with all contractor and inspection staff. This provides an opportunity for all stakeholders to participate in proper planning, creating buy-in throughout the team. It also fosters "what-if" discussions that lead to contingency plans and anticipated communication moments in the day. The result of these

meetings is that all personnel are aware of the day's hazards, goals, required/recommended PPE, safety or operational protocol to minimize hazards and triggers for communication or plan revision.

Utilities Coordination

Utility coordination is a key component to the success of any underground reconstruction project. The project team will need to maintain close and constant coordinate with PG&E gas and power groups. Since there is a gas line crossing the project alignment on Manthey Road just south of Yettner Road, the system will need to be accurately marked in order to prevent an accidental dig-in.

Because Underground Service Alert (USA) tickets expire after 3 weeks, TRC includes USA as an agenda item for weekly progress meetings and verifies that the contractor and any subcontractors excavating on the project have a unique and active USA ticket number(s). This promotes active monitoring of adjacent utilities and provides consistent protection for the Contractor and the City from an unmarked dig-in or expired ticket.

Existing PG&E overhead electrical lines present a significant hazard as they are located throughout the project alignment. The contractor will need to develop work plans that account for the required offset to prevent arcing and protocols to ensure they are followed. Some protocols that may be required are:

- Flagging overhead lines
- Barricading or bracing poles
- Relocating guy wires
- Shielding overhead lines that minimum offsets cannot be achieved
- Temporary shooflies or relocations of overhead lines
- Temporary shutdowns

We will work corroboratively with the contractor and PG&E to find the solutions that provide the least impact to residents, while progressing the work.



Coordination of Contractors

Our team will include a dedicated scheduler that will review each contractor's baseline schedule and updates to verify that it meets the contract requirements and has all the appropriate logic for order of work, submittal review requirements, permit compliance and public notice. Our scheduler will also build and maintain an independent schedule that identifies and monitors the major activities of the Medical Facility project that could impact the City's project. In particular, it will include logic that describes points of coordination between contractors and shows prerequisite activity and priority.

This combined schedule will provide security to the City and other project stakeholders in the form of a proactive approach to coordination issues and scheduling constraints between contractors. We will use this combined schedule in the weekly coordination meeting to communicate the status of the project and provide a launch point for discussions on how to avoid conflict and incompatible operations. One example is the coordinating of traffic control on Manthey Road, adjacent to the VA facility currently under construction. It is possible that both contractors could end up working in the same area at the same time. If not monitored and managed properly, this can create an undesirable situation.

Excavation, Shoring and Dewatering

Our team has extensive experience with deep excavation, shored trenches and large-scale dewatering projects, including recently completed 25' deep trunk line sewer in sand with dewatering 15' below natural groundwater elevation. Although water was not encountered during the geotechnical investigation, our experience with subsurface conditions and soils in this area indicate a good chance that groundwater is encountered during deep excavation activities. This project requires a team that has a strong understanding of soil mechanics, construction techniques, available equipment and safety regulations to verify that the contractor has developed a complete and workable plan for the excavation, pipe installation, backfill, and removal of shoring and dewatering wells.

Our team provides more than just the experience and expertise to review and verify that the contractor meets the contract requirements for material submittals, work plans, and safety protocol for the staff and the public. Our unique combination of field experience, geotechnical and civil engineering expertise and understanding of how the work is constructed allows us to better evaluate work plans beyond specification requirements. We are able to collaborate with the contractor to identify pinch points, constructability issues, and safety risks and find the optimum solution to those risks to schedule, budget and safety.



Traffic Control

Since a majority of the work will be located within the public right-of-way, traffic control can become a significant issue on this project.

TRC has extensive experience working in and around roadways and is very knowledgeable of traffic control measures. We are familiar with traffic management and will coordinate with the City of Stockton, San Joaquin County, and San Joaquin County General Hospital, as required, for the safe and convenient travel through the streets impacted by this construction. Once the traffic control has been set up as planned, we will walk/drive the alignment and detours to confirm that the signage is clear and easy to follow. If modifications are required, we will promptly work with the contractor to improve the traffic control measures. Throughout each shift, we will frequently confirm that all traffic control measures remain in place and that nothing has changed with regard to regulatory/safety measures. Effective long-term traffic control will be one of the most significant issues for this project.

Work along Wolfe Road will require full closure during installation of the new 42-inch trunk line. This will create a significant impact to local access and emergency services. The contractor's plan and procedures will require 100% plating of open trenches within the public right-of-way when not actively working in them, protective fencing around open excavations, temporary fencing in areas that existing fencing is damaged or removed for access, and a plan to create immediate access for emergency services personnel and equipment.

Traffic control may create access and operations impacts to the San Joaquin County General Hospital and emergency service providers (fire, police, EMS). It is imperative that work does not preclude access to the Emergency Room driveway or first responder access to local streets. Our construction management team and AIM, our public outreach subconsultant, will work proactively with the hospital staff and other emergency service providers to provide advanced notice of construction activities,

verify directional signage is installed and maintained correctly, and provide weekly updates on construction progress, as applicable.

Being a good neighbor means minimizing the impacts and surprises to neighbors during construction and operations. This is accomplished through outreach and coordination during project design, finding ways to minimize traffic impacts, and following through during construction to make the project as invisible as possible to neighbors.

Our Public Outreach Specialists from AIM Consulting will implement a stakeholder outreach plan before and during construction that sets expectations about what to expect during construction; keeps stakeholders informed on the construction progress; and provides a point of contact.

Impacts to the Public

TRC and AIM have partnered on many projects throughout the Sacramento and Central Valley, including an award-winning project with many of the same elements as the City's VA Medical Facility Off-Site Utilities Improvements Project. AIM will be an active participant in our weekly coordination meetings, so they have a complete understanding of the status of the project, critical activities, and impact to the public. AIM's strong understanding of the work and highly skilled staff will produce a variety of outreach tools, in multiple languages, in order to deliver concise and targeted information to residents and businesses. These touch points will keep the local residents informed on traffic control impacts, temporary shutdowns, safety protocols and a general understanding of what we are doing and why. Maintaining a consistent level of communication with appropriate level of detail across multiple delivery channels and languages creates an inclusive relationship with our neighbors, builds trust and minimizes negative interactions.

DETAILED APPROACH & CONSTRUCTION MANAGEMENT (CM) PLAN

TRC has a tried and true approach to successful project delivery that defines the process for project development, project financing, environmental approval, contracting for design, standards for design, and for project bidding and construction. We understand the ins and outs of tracking work and separating information needed for auditing, pay estimates, and materials testing. With our clients in mind, our CM policies and procedures meet the requirements of multiple federal agencies, ensuring that your funding is never at risk.

CONSTRUCTION MANAGEMENT/PROJECT MANAGEMENT PLAN (CMP/PMP)

Dustin Rath will prepare the Construction Management Plan/Project Management Plan (CMP/PMP) to communicate understanding of each task as the team begins work, and to set the course for monitoring project progress. The CMP/PMP is our roadmap for proactive and responsive scope, risk and cost control. Lincoln will use these procedures and modify them according to the City's project needs in order to deliver a successful project.

Key elements of our management approach include the following:

Communication. Our plan to meet your expectations of good communications between the City, San Joaquin County, Veteran Affairs, USACE, San Joaquin County General Hospital, the public, Contractor, permitting agencies, and the TRC team is straightforward: communicate frequently and with purpose. We promote this by employing status emails and progress reports.

Cost Control. As your CM team, one of our primary functions is to track project costs versus construction progress. We will also perform "look-aheads" for potential cost overruns. Our team will review the contractor's schedule of values, progress payment requests, change order cost proposals, and claim requests and submit progress reports to apprise the City of the project cost to-date

QA/QC. TRC's commitment to quality is one of our core values. It is ingrained in our company culture. Our Quality Management Program is based on the ISO 9001:2015 set of standards and its seven management principles, including utilizing Standard Operating Procedures (SOPs), mandatory peer reviews, internal auditing protocols, and other ongoing process improvement strategies to improve the efficiency and effectiveness of our work. While our primary goal is to do it right the first time, our QA/QC plan helps make sure that any non-conformances and deficiencies are identified, documented, corrected, and do not reoccur.

Cost Reporting. We routinely manage projects for both state and local agencies with multiple funding sources and have developed systems that not only manage these multiple funding sources, but do so in full compliance with the Federal Acquisition Regulations (FAR) guidelines. We are aware there are different

protocols for managing and reporting disbursements and expenditures of these sources, and our systems can segregate and track the funds all the way down to the item level.

Schedule Control. Our team will proactively monitor and manage project schedules. The contractor's initial construction schedule is the City's most important tool for monitoring work, preventing delays, developing workaround solutions when problems arise, and determining progress payments. At the start of the project, we will review the contractor's initial schedule for conformance with contract requirements, logic of construction, phasing sequence, milestone achievement, and ability to avoid conflicts. Once approved, the schedule will be used to monitor the progress of work.

Risk Mitigation. Construction projects are risk-filled ventures influenced by many factors, including competency of the successful bidder, geotechnical unknowns and unforeseen conditions, safety performance, and potential claims and conflicts to name a few. Although risk cannot be totally eliminated, it can be managed and mitigated. Our team brings experience, procedures, tools and knowledge together to proactively manage the City's risks during construction.

Claims Management. A partnering relationship with the contractor is critical to minimizing change orders and potential claims. Our team uses a comprehensive process to track and negotiate all changes with the contractor, including making sure the change order complies with the contract documents, and that the cost to the owner is minimized. All unresolved issues will go through the dispute resolution process.

Good Neighbor Plan. TRC employs a proactive strategy of educating the adjacent schools and neighborhoods surrounding the project sites on the planned and ongoing construction activity, including work hours, and traffic patterns for construction. Part of this strategy includes coordinating with buses, trash, police, fire, and other utilities. Our plan also includes deployment methods for mitigating dust, noise, odor, and light impacts during and post construction.



FIELD MANAGEMENT APPROACH

The TRC Team consists of engineers, inspectors, and specialists who have the experience and expertise to deliver your projects as a direct extension to your Department of Public Works team. They are all very familiar with working in a full-time agency environment, delivering civil and structural infrastructure projects and monitoring/directing contractors in conformance with the contract. They are adept at promptly addressing worker and public safety, SWPPP and stakeholder concerns, while using Caltrans, City, and County Standards and the project contract, to enforce schedule and control cost.

Our approach includes providing pre- construction support and advice to the City and its designer, to assist in identification of potential construction alternatives that can reduce schedule and cost. “Project First” Partnering following Caltrans’ LAPM methods and procedures will be used to facilitate a team approach to the construction of improvements. The TRC Team coordinates directly between the City, designer, special inspectors, QA/QC laboratories, contractors, private utility companies, and public stakeholders during construction of each project. This allows for rapid and clear responses that conform to the approved contract documents and/or designer’s approval, reducing and eliminating contractor delays and claims.

Safety: Safety is the first and highest priority to our approach at TRC. We are committed to providing superior safety performance, management, and oversight that allows for a working environment that identifies and eliminates unsafe conditions, and allows each employee to return home safely every day. This includes conducting pre-task meetings that include a Job Hazard Analysis (JHA). This commitment to health and safety is why TRC’s Safety Division assigns a Safety Manager to periodically conduct Safety Inspections on our projects, **at no additional cost to the City of Stockton.**

Meetings and Reports: We will administer initial pre-construction and weekly project meetings, providing weekly summary reports for each project. These summaries will be delivered to the City on Monday mornings before 8am and include the prior week’s construction activities; key items of work or concern; and a projection of the following week’s scheduled activities. Our team is committed to provide a monthly summary report, highlighting key or outstanding issues, schedule status, budget, payments, claims, RFI/ Submittal status, and change orders. We will review and approve contractor payment applications.

Procore: Procore is a cloud-based construction management software that TRC utilizes to manage our projects. With this web-based platform, TRC can manage our projects in real time, while providing full accessibility to all project team members, including designers, contractors, and subconsultants. This allows for increased project efficiency and accountability while streamlining and mobilizing project communications and documentation.

TRC utilizes the program to track and manage all aspects of a project from RFIs and submittals to progress payments and change orders. This allows our clients to have full access to all aspects of a project providing real time information on project status both from a time and financial perspective. One of the key features of Procore is the mobility aspect. Procore users can access project data through any web-enabled device. This allows our inspectors to input daily reports and project photographs in real time, allowing all team members to see each day’s progress as it is happening.

In addition, there are a variety of collaborative features within the program that allow us, as construction and program administrators, the ability to manage project oversight to keep the project on-time and budget all while providing a centralized location for all project information.

Inspector Daily Reports (IDR): Prior to leaving each project site, IDRs are prepared for each visit. These IDRs document field conditions, safety and weather conditions, contractor activities, equipment, and workforce; materials deliveries/quantities, etc. IDRs are provided to the engineer for initial review, with key issues brought to the resident engineer’s attention for review, distribution, and response. Utilizing Procore, reports are completed in real time throughout the day and are available at any time.

Construction Logs: Logs are maintained as living documents throughout each project to document and track status and disposition of RFIs, submittals, and materials QA/ QC sampling, testing, and data, throughout construction for each project. These logs document item designation, description, receipt date, actions to be performed and by whom, progress, and final acceptance or rejection. All items are reviewed for conformance to the contract documents and/or City standards. will use the City’s preferred construction filing structure or, Caltrans structure if the City does not have a standard to maintain sets of these and other crucial project documentation/records. This system will be maintained by our resident engineer.

CPM Scheduling Reports: Our reports will describe the critical path methodologies such as the critical submittals, deliveries— as well as the permitting and safety standards required in the projects. The work structure will be outline in the CPM as well as work acceptance of the projects per RFP. Monthly updates will be stipulated in the contract and requirement of a 3-week look-ahead schedule submitted weekly to the Owner. This will analyze/evaluate the overall project as job moves towards approved completion.

Delays: Once the project shows a delay, we at TRC will evaluate cause impacts and require the contractor to submit a TIA – Time Impact Analysis for review and evaluation with the project team. TRC may also require the contractor to submit a resource-loading activities report to ensure that the labor resources are consistent with overall planned workforce stipulated in their Schedule of Value by bid item.

Change Orders: Our team will analyze potential change orders for validity, cost, and schedule impacts. We will then review and provide information supported suggestions to the City Engineer, regarding our change order analysis, to allow for the City Engineer's negotiations. Using the City's existing formats, we will draft and distribute change orders for City processing, if requested.

PUBLIC OUTREACH APPROACH

AIM Consulting will develop and maintain a consistent level of public communication with the goal of establishing public awareness and understanding of the project. AIM will use multiple methods of communication to build awareness and provide accessible project information throughout the project's duration. In addition to providing up-to-date information, AIM will answer all public questions in a timely manner.

AIM will establish several communication methods for building and maintaining public awareness including:

- Project webpage
- Outreach to and partnering with key stakeholders

AIM will closely coordinate with the City's Public Information Officer to assure accurate, timely information is distributed in an efficient and effective manner.

Outreach Management and Coordination: AIM will attend a project kick-off meeting and regular construction contract coordination meetings with the project team as necessary. Other project management tasks include providing strategic advice and counsel, coordinating with the City's PIO, monitoring team communications, and reviewing project materials and reports.

Stakeholder Database Development: AIM will develop and maintain a stakeholder database throughout the project's duration. This database will include: stakeholder name, contact information as well as the preferred method of contact. AIM will work with the City and the Construction Manager to identify key stakeholders, which include but are not limited to:

- San Joaquin General Hospital
- San Joaquin Sheriff's Office
- San Joaquin County Jail
- Weston Ranch High School
- Great Valley Elementary School
- San Joaquin Regional Transit District (RTD)

Key Stakeholder Meetings (Four Total): Based upon the potential impacts to business and property owners in the nearby vicinity, AIM will coordinate logistics, develop the meeting format and plan, and facilitate up to four virtual stakeholder meetings with property and business owners in the project area. These meetings can take place at the beginning of the project

to ensure early coordination with the businesses and property owners and leverage their communication lines with employees and other visitors who access their facilities on a regular basis. The meetings can be held with the San Joaquin General Hospital and other key stakeholders identified in collaboration with the City and project team. A second set of meetings can take place later in the project, when construction activities are set to begin directly nearby or in front of the key stakeholder's site, to confirm the construction activities and schedule.

At these meetings the project team will provide an overview of the project, including the construction schedule and potential construction methods and impacts, and identify potential impacts. The goal of these meetings will be to answer questions, identify concerns, and explore potential solutions with key stakeholders.

Virtual Open House (Two Total): AIM will plan, coordinate logistics, develop materials, and facilitate one virtual community open house to introduce and build awareness about the project with nearby property owners, businesses and the community-at-large. Community members will be provided with an opportunity to ask project team members questions and provide specific input on project information presented at the virtual open house. The virtual open house will be held live through Zoom, an online-based meeting platform, and include a presentation and facilitated Q&A session. AIM will record all comments and questions from the open house and will provide the project team with a summary within two weeks.

Virtual Open House Notification: AIM will coordinate with the City of Stockton and the project team to ensure the open house is well advertised. In addition, AIM will use the City's social media channels and work with the City's existing communication channels to disseminate project information and ensure that the community is informed throughout the project's duration. AIM will create content to be posted on the City's website to promote the open house.

Direct Mail Piece (One Total): AIM will design and develop one direct mail piece to be distributed to property owners and residents within a 2-mile radius to notify them of the project and upcoming virtual open house. The notification will include information about the upcoming virtual open house including the date, time, and location as well as project information. AIM will provide a map of the area where the mailer will be sent, and the City will confirm the capture area. AIM will coordinate the printing and mailing of the direct mail piece.

Public Communications Management: AIM will support the City with collecting and responding to public inquiries submitted through the project webpage and will document each in a written matrix. AIM will capture the results of each query (nature of the comment, who responded, and follow-up actions / result) and distribute the log to the project team on a monthly basis. AIM will respond to each inquiry within 24 hours and may require support from the project team on appropriate responses.

Project Updates: AIM will develop construction and project updates, to be distributed by email, to notify community members of key information two times throughout the project's direction. Topics can include a project update, key milestones, traffic detours and other key messaging. AIM will utilize the project stakeholder database and public distribution list to distribute the emails throughout the project's duration and direct them to the project webpage for any questions.

Project Webpage Content: Community members will be able to access a project webpage hosted on the City's website that will provide project updates and information, such as a fact sheet, informational brochure, schedule, and open house presentation and summary. AIM will develop content to inform community members of important project information and opportunities to provide input throughout the project. Webpage visitors will also be able to sign up for email updates through a link and submit a question to the project team through the webpage.

Collateral Materials: AIM will develop outreach materials to inform the community about project construction. These materials may include information brochures, fact sheets, and FAQ's. A template for each collateral item will be developed consistent with a project brand, easily updated, and either printed on a laser printer or distributed through electronic means.

WORK PLAN

The following scope of work/work plan details for all construction activities. This scope is based on lessons learned from past water and transportation infrastructure projects we've managed and will be specifically tailored to meet the needs of the VA Medical Facility Off-Site Utilities Improvements Project.

TASK 1. PRE-CONSTRUCTION

Task 1.1 – Plan Preparation and Constructability Review

Our experienced project team will review the construction documents for constructability, continuity, and completeness prior to issue for construction bid in order to reduce possible safety hazards, potential claims, cost and schedule overages, and unnecessary RFIs. Our findings will be provided to the City and designer. To provide a "road map" for our team, we will develop a construction management plan for review and approval by the City prior to the start of work. This plan will provide direction on deliverables and timelines for reports and will include administrative and inspection/regulatory/QA tasks throughout the duration of the project. Additionally, we will review the City's quality assurance plan and make recommendations for updates/changes specific to the project.

Task 1.2 – Pre-Construction Conference

Dustin will schedule, coordinate, and conduct one pre-construction conference that outlines project specifics, establishes roles and responsibilities, and informs the team of overall project administrative procedures. An agenda will be prepared in advance to notify attendees of key items for discussion. We will prepare and distribute meeting notes to attendees within 10 days of the conference.

GEOTECHNICAL AND MATERIALS TESTING APPROACH

ENGEO will provide quality assurance (QA) geotechnical testing, observation, and materials testing during construction of the project. Specifically, their services include:

Underground Utilities and Roadway Construction: ENGEO will provide a construction services representative on a part-time basis to perform observation and field moisture and density testing services during underground utility construction and street construction (subgrade preparation, aggregate base placement, and paving activities). Their construction services manager will provide coordination and scheduling of testing and will also provide daily field report quality control.

Consultation: ENGEO will provide engineering support and field consultation services, as necessary, to support construction activities. They will prepare necessary letters regarding testing and observation services.

Task 1.3 – Document Control

We will utilize Procore, the documentation system for organizing, tracking, filing, and managing paper/electronic correspondence in accordance with the City of Stockton requirements. Project documents will be created, stored and maintained in Procore for the duration of the project.



Deliverables:

- Procore System
- Agenda/Meeting Minutes

TASK 2. CONSTRUCTION PHASE

Task 2.1 – Construction Manager/Resident Engineer

Construction Manager Dustin will be responsible for the overall performance of the CM team, while Lead Inspector CM Justin Wehling will manage the activities of the field inspection. Justin will also manage and enforce that the project is being constructed properly and in accordance with the Contract Plans, Special Provisions, Caltrans Standards, City Standards, and County Standards. This will minimize the City's exposure and ensures that the City is reimbursed for federal funds.

Task 2.2– On-Site Quality Assurance/Control Inspection

We will inspect and check the contractor's quality control procedures against the contract documents to confirm that the work performed is in compliance, and of acceptable quality. Observations will be documented in a daily report that is sufficiently detailed to document project conditions and actual production rates. Photographs will be obtained to document existing conditions, work activities and progress. We will work with contractor to address all non-conformance issues will be logged and tracked automatically in Procore, with tagging to specification or plans sheet pages and a resolution report. Dustin will provide internal quality control reviews to verify we are following our approved procedures and support our team.

Task 2.3 – Communications/Public Relations

Public Outreach Specialists Gladys Cornell and Nicole Porter will prepare a project- specific public information plan to establish project protocols, communications, and procedures for the project team. In addition, Gladys and Nicole, serving on an administrative level, and Dustin and Justin in the field role will serve as focal points for communication and coordination between all stakeholders including City of Stockton, Contractor, Designer, the public, Veteran Affairs, USACE, San Joaquin County, PG&E, San Joaquin County General Hospital, other permitting and regulatory agencies, as well as any other party involved with the project. AIM Consulting will field questions, provide progress updates, perform outreach, deal with any crisis communications, and escalate concerns to the City of Stockton accordingly.

Task 2.4 – Meetings

Dustin and Justin will conduct weekly meetings to discuss schedule, current, and past issues, and maintain open communications between team members. In addition, we will conduct environmental coordination and safety meetings to ensure compliance and prevent violations and fines.

Task 2.5 – Safety Management

Dustin and Justin will review and monitor the contractor's safety program to verify implementation in accordance with the submitted contractor safety program and industry standards. Any deficiencies identified on the site will be immediately brought to the attention of the contractor's safety representative. In situations of imminent danger, we will immediately take steps to correct the situation.

Task 2.6 – Traffic Management

Dustin and Justin will coordinate, process, and obtain approval for lane closure requests through the City, and monitor the contractor's traffic plan to ensure there are no conflicts with other adjacent projects.

Task 2.7 – Special Provisions Compliance/Storm Water Pollution Prevention

Dustin and Justin will monitor contractor compliance with Division 1 and Special Provision specifications including mitigation commitments, wildlife protection and environmental permits, discharge permits, Storm Water Pollution Prevention

(SWPPP) requirements, and erosion and sedimentation control requirements. Compliance monitoring includes contractor's noise, traffic, and other mitigation plans.

Task 2.8 – Materials Testing/Source Inspection/ Geotechnical Support/QA Surveying

We will schedule and manage work with the team from ENGEO—our materials testing laboratory. We will coordinate timely testing and reporting, and prepare a project-specific Materials Sampling, Acceptance, and Independent Assurance (IA) Testing Plan in accordance with the City's Quality Assurance Plan (QAP), the project's plans, special provisions, and the Caltrans Standard Specifications. In addition, we will provide plant inspection, sampling and acceptance testing at the required frequency in accordance with the applicable California Test Method (CTM), and provide test results/reports in a timely manner. In addition, TRC's QA/QC and Geotechnical Specialist, Dustin Rath PE, GE is available to provide as-needed geotechnical support and submittal review.

O'Dell Engineering will perform QA surveying to ensure proper field staking and for as-built location of major underground components such as valves and fittings.

Task 2.9 – Labor Compliance

CASI will monitor project records and verify adherence to labor compliance and EEO provisions. In addition, we will monitor and document that DBE commitments are being met in accordance with Federal-Aid procedures. Any non-compliance with labor requirements will be discussed with the City and sent back to the contractor for correction.

Task 2.10 – Progress Payments

Dustin will evaluate the contractor's monthly progress payment requests and recommend payment by the City if requirements are met. We will compare requested quantities to the actual quantities completed and negotiate the appropriate progress payment request with the contractor.

Task 2.11 – Construction Schedule

Dustin and Scheduling Analyst George Escano will monitor the construction schedule weekly, including updates and revisions, in accordance with the contract documents. He will notify parties of actual or potential deviations from schedule, and work with the project team to get back on track.

Task 2.12– Change Orders

Dustin will review potential change orders for contractual and technical merit, and prepare independent cost estimate and schedule analysis of work. His review will include input from appropriate support staff for schedule, technical review and material testing results. He will negotiate and prepare change orders for execution, and keep the City apprised of impact of cumulative change orders.

Task 2.13 – Cost Control

Dustin will monitor project funding and project budgets. He will review contract item payments, material quantities, and change order payments, and serve as an early warning system of potential funding problems.

Task 2.14 – Potential Claims/Dispute Resolution

Dustin and Justin will assist in the resolution of disputes by identifying potential claims issues, reviewing claims for merit, making recommendations, and implementing procedures to reduce the likelihood of disputes and claims.

Task 2.15 – Monthly Status Reports

Dustin will prepare monthly reports highlighting project progress, CCOs, cost issues, and schedule to keep all parties informed on project status.

Deliverables:

- Agenda/Meeting Minutes
- Construction Management Plan (CMP)
- Daily Inspection Reports/Photography/Documentation Files
- Lab Testing Results/Reports
- Safety Reports
- Certified Payroll/DBE Utilization Forms
- Progress Reports (schedule, cost, claims, change orders, etc.)

TASK 3. POST-CONSTRUCTION

Task 3.1 – As-Built Drawings

We will collect, review, and transmit contractor's data to engineer. We will make sure that all changes are incorporated into the record drawings.

Task 3.2 – Final Walkthrough

Dustin and Justin will make final inspections, prepare punch list, and verify the required certificates of compliance and as-built drawings have been delivered.

Task 3.3 – Project Completion Reports and Closeout

Dustin and Justin will process final progress payment to contractor, and file Notice of Completion. Lincoln will prepare the final report; deliver project records to the City; and prepare reports in accordance with the Local Assistance Procedures Manual. Additionally, Lincoln will compile a compliance report of the project design, construction, and operations with the avoidance, minimization, and mitigation measures, and certify that the results of the tests on acceptance samples indicate that the materials incorporated in the work were in conformity with the approved plans and specifications.

Deliverables:

- Data for Record Drawings
- Punchlist
- Final Progress Payment
- Notice of Completion Final Report
- Environmental Commitment Final Report
- Material Certification Report

COVID-19 SAFETY PROCEDURES

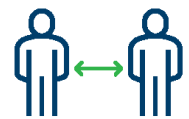
The safety and health of our employees and their families, clients, subcontractors, and the public is of paramount importance to TRC. Due to the COVID-19 virus and its associated unprecedented challenges to our nation and the City of Stockton, TRC has initiated elevated safety guidelines for our employees while they perform their essential services. These measures are consistent with COVID-19 Guidance: Phased in Process for Restarting Construction Projects (March 30, 2020) and TRC's own Health and Safety Management System which details a compliance program on Pandemic Preparedness with associated field guidance for project teams (available upon request).

These TRC guidance documents are consistent with best practices of the CDC, W.H.O., US Department of State, and various local sources. With COVID-19 expected to return during the fall/winter of 2020, the TRC's CM team is ready to implement strategies to limit risk and exposure. TRC's COVID-19 Safety Plan elements built in:

- Symptoms and warning signs for self-diagnosis
- Managing employee's return to work
- Materials delivery best practices
- Hygiene and social distancing procedures
- Exposure response plan



Industry-leading sanitization compliance certification



Social distancing planning & verification



PPE requirements and robust supply chain



COVID-19 Exposure Response Plan



Comprehensive job-site hygiene



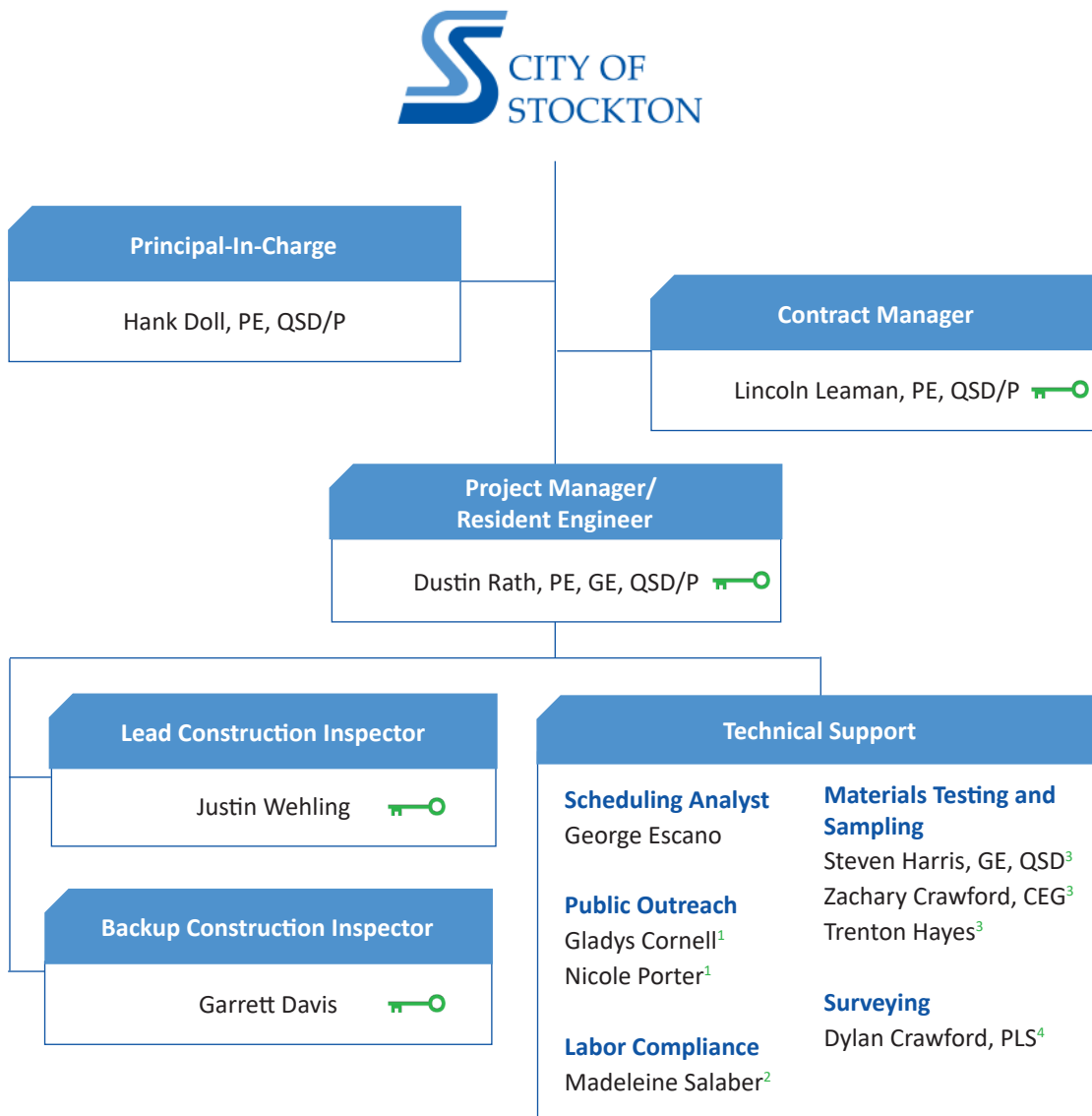
Communications, job-site training and logistics coordination (e.g. deliveries)

Corporate Structure, Organization

The TRC team is well-versed in the successful delivery of public works infrastructure construction and reconstruction projects with similar scopes of work as the VA Medical Facility Off-Site Utilities Improvement Project. Our team brings the ideal combination of local presence and knowledge, expertise, and practical experience implementing proven best practices. We have summarized the qualifications, experience, and the roles and responsibilities of our proposed team. Representative experience, including resumes for all staff, are provided in the subsequent sections.

Organizational Chart

The following organization chart outlines the structure of our proposed team, and their roles and respective responsibilities. TRC will not substitute team members without City approval.



Legend

 Key Personnel

Subconsultants:

¹ AIM Consulting, Inc. (DBE, SBE)

² CASI, Inc. (DBE)

³ ENGEO, Inc.

⁴ O'Dell Engineering, Inc.

Representative Experience

TRC ENGINEERS — YOUR VALUE-ADDED CONSULTANT

TRC's value to the City of Stockton stems from our ability to bring the best people, practices, and lessons learned from more than 50 years of experience providing engineering, construction management, environmental review and compliance, community engagement and outreach, and funding administration and grant writing services for a wide range of infrastructure improvements. Our professional staff has been responsible for some of the largest public works improvement projects in California. We bring the right resources to provide the services and qualified staff to meet the City's needs and offer value-added services to be a true partner to the agency.

With a team of more than 6,000 employees in 140 offices worldwide, TRC provides full services throughout the project life cycle—planning, designing, and building infrastructure for the communities in which we live and work. From planning and design through pre-construction and construction closeout, TRC delivers soundly engineered, well-constructed, and context-sensitive solutions to enhance safety and functional efficiency. Our team is well-versed in the successful delivery of water/wastewater, bridges and roadways, and stormwater projects that meet stringent contract requirements and tight timetables.

Markets We Serve



Power & Utilities



Oil, Gas & Industrials



Transportation



Real Estate



Government



Water

Services We Provide

TRC has played a major role in the building of critical infrastructure, providing turnkey services for transportation, water, power, flood control, storm drainage, and facilities projects with a total construction value in the billions. Our services span multiple categories, all under one roof, including the following:

- Planning
- CM and Inspection
- Field Services
- Engineering/Owner's Engineering
- Procurement and Operations
- Program Management and Specialized Consulting
- Environmental, Health & Safety Management
- Regulatory and Environmental Compliance
- Remediation & Materials Management
- Emergency Management and Response
- Staff Augmentation
- Storm Water Programs/Planning/Training

TRC AT-A-GLANCE

Legal Name: TRC Engineers, Inc.

Type of Organization: C-Corporation

Firm Established: 1969 (51 Years in Business)

Firm Headquarters: 650 Suffolk Street
Lowell, MA 01854

Number of Employees: 6,382

Parent Company Name: TRC Companies, Inc.

Number of Offices: 140
(throughout U.S., Canada, United Kingdom, and China)

California Office Locations: 21 office Locations

Primary Contact: Lincoln Leaman, PE, QSD/P - Vice President
Tel: 916-562-2033 | Cell: 916-995-6572
Email: LLeaman@trccompanies.com

Facilities and Workforce of Offices Performing Work: 47*

**With the support of more than 400+ California registered engineers, inspectors, technicians and administrative support in 21 offices throughout the state.*

Office Performing Work: 183 D'Arcy Parkway,
Lathorp, CA 95207

Firm Officers/Principals:

- Chris Vincze - CEO/Chairman
- Hank Doll, PE - Vice President/Regional Manager, Northern California and Colorado
- Rany Chek, PE - Vice President/Regional Manager, Bay Area/Central Coast
- Ed Durazo, CCM - Vice President/Regional Manager, Southern California

SUPPLEMENTING OUR TEAM

TRC's reputation for superior engineering services has been built on a legacy of excellence, quality, and client satisfaction. To better meet your needs, we have supplemented our team with technical experts in the fields of public outreach, labor compliance and office engineering, materials testing and sampling, and surveying services.

AIM Consulting, Inc. — Public Outreach

Founded in 2005, AIM Consulting is a communications and public outreach firm that specializes in transportation, transit, water, wastewater, and land use projects to public and private clients throughout Northern California. With strong partnerships with public agencies, private businesses, community-based organizations, and advocacy groups, AIM has in-depth experience in the development and implementation of communication strategies. AIM Consulting is a California Certified SBE/DBE firm.



Legal Name: AIM Consulting, Inc.
Type of Organization: S-Corporation
Firm Established: 2005 [15 Years in Business]
Office Performing Work: 2523 J Street, Suite 201
Sacramento, CA 95816

CASI, Inc. — Labor Compliance

Founded in 2016, Contract Administrative Services, Inc. (CASI) specializes in assisting local agencies, state agencies, and consultants with verifying labor compliance requirements and providing construction administration support services, including labor compliance verification with State and Federal requirements. CASI's goal is to provide thorough and accurate labor compliance services, including conducting regular on-site EEO employee interviews, verification of minimum base rate and fringe benefits requirements, overtime policies and rules, and apprenticeship requirements and rates. CASI is a California Certified DBE firm.



Legal Name: Contract Administrative Services, Inc. (CASI)
Type of Organization: Corporation
Firm Established: 22016 [4 Years in Business]
Office Performing Work: 180 South First Street,
Suite 10, Dixon, CA 95620

ENGEO, Inc. — Materials Testing and Sampling

ENGEO is an award-winning, employee-owned California Corporation of more than 300 geotechnical and civil engineers, geologists, environmental scientists, water resources experts, field representatives, laboratory testing specialists, and supporting staff, serving clients in California and abroad for nearly 50 years. ENGEO has served many iconic and highly visible projects with complex engineering and geologic challenges such as compressible soil, expansive soil, unstable terrain, landslides, and seismic hazards.



Legal Name: ENGEO, Inc.
Type of Organization: Corporation
Firm Established: 1971 [49 Years in Business]
Office Performing Work: 17278 Golden Valley
Parkway, Lathrop, CA 95330

O'Dell Engineering, Inc. — Surveying

O'Dell Engineering is a multi-discipline design firm located in Northern California. With offices in Modesto, Fresno, Palo Alto, and Pleasanton, we are able to efficiently serve our clients throughout the Central Valley, San Joaquin Valley, San Francisco Bay Area, and Greater Sacramento Area. Established in 1994 by Randall O'Dell, the firm provides an array of professional design and planning services including civil engineering, land surveying, landscape architecture, and land use entitlement & land planning. We consistently satisfy our customers by providing high quality deliverables, superior coordination, and timely project completion. Repeat clients are testimonies to the high value we place on client satisfaction.



Legal Name: O'Dell Engineering, Inc.
Type of Organization: Corporation
Firm Established: 1994 [26 Years in Business]
Office Performing Work: 1165 Scenic Drive, Suite
A, Modesto, CA 95350

Project Team Summary & Resumes



HANK DOLL, PE, QSD/P
Principal-In-Charge

Hank has 34 years of experience in the construction industry. Mr. Doll served in the U.S. Navy for eight years during which time he was involved with the Submarine QA/QC program responsible for writing QA packages. His portfolio includes construction management services for

a wide range of transportation improvements, including bridges, highways and roadways, buildings, rail and rail platforms, tunnels, drainage system, and other appurtenant structures and facilities.



DUSTIN RATH, PE, GE, QSD/P
Project Manager/Resident Engineer

Dustin has provided engineering and construction management services for a broad range of public works improvements, including pipe rehabilitation and replacement projects. He brings first-hand knowledge of the latest technologies, processes, and methods used to construct

pipeline projects; expertise in dewatering, deep excavation, in-street sewer/water rehabilitation, SWPPP expertise, and in-depth knowledge of the Construction General Permit. As a Geotechnical Engineer, Dustin has extensive experience providing geotechnical oversight and expertise for ground-related work, including horizontal directional drilling (HDD), trenching, compaction, groundwater intrusion. Dustin has provided engineering and construction management services for a broad range of public works improvements, including water distribution and sewer collection pipeline projects. He brings first-hand knowledge of the latest technologies, processes, and methods used to construct pipeline projects; expertise in dewatering, deep excavation, in-street sewer/water rehabilitation, SWPPP expertise, and in-depth knowledge of the Construction General Permit. As a Geotechnical Engineer, Dustin has extensive experience providing geotechnical oversight and expertise for ground-related work, including horizontal directional drilling (HDD), trenching, compaction, groundwater intrusion, and deep foundations.

Dustin will be the resident engineer, responsible for all pre-construction, construction and postconstruction activities. He will supervise the planning, coordination, and implementation of construction work; enforcing that construction complies with the project plans, specifications, and permits; monitoring safety compliance; and supporting field personnel. Additionally, Dustin will be responsible for submittal and RFI review, progress payment processing for the contractor, materials testing coordination, writing and processing project change orders, evaluation of extra work and coordination, performing quality control audits and reviews, as well as serve as a technical resource for the team particularly on any subsurface and geotechnical engineering matters.



LINCOLN LEAMAN, PE, QSD/P
Contract Manager

Lincoln is a veteran contract manager experienced in the planning, construction, and management of a broad range of capital improvement projects, including master planned developments, water-related (sewer lift stations and plant commissioning and decommissioning;

transportation (bridges, highways, local streets, and streetscapes), recreation (parks), and underground utilities projects. Mr. Leaman has served as contract manager, project manager, resident engineer, and structures representative responsible for leading teams of varying sizes. Many of his projects have included new or innovative uses of construction materials and techniques. He has demonstrated expertise in identifying critical elements to keep projects on schedule and constructed within budget.

Lincoln will serve as contract manager responsible for the overall performance of the construction management team. He will be the primary contact with the City of Stockton, and will proactively and routinely meet with City staff on contract related issues; monitor the CM budget, manage TRC staff and subconsultants, and confirm that TRC provides quality service within the approved contract budget.



JUSTIN WEHLING
Lead Construction Inspector

Justin is an experienced supervising construction inspector with extensive experience performing and managing the inspection of high-profile projects in the City right-of-way. He has inspected and observed multiple crews on multiple

sites for projects involving all aspects of city infrastructure, including sewers, storm drains, potable water, reclaimed water, curbs and gutters, sidewalk and AC roadways, ADA compliance, and similar items on city capital improvement projects, developer projects, and Caltrans projects.

Justin will be responsible for day-to-day field construction activities; monitoring safety compliance; and enforcing that construction complies with the project plans, specifications, and permits, and City of Stockton and San Joaquin County standards.



GARRETT DAVIS
Backup Construction Inspector

Garrett is an experienced construction inspector for public works and infrastructure projects. Prior to being an inspector, Garrett served as a foreman and project engineer for a large regional heavy civil contractor and has in-depth experience with roadway, pipeline, and

development projects. Garrett has worked on several projects that include pavement restoration/rehabilitation, ADA ramp reconstruction, storm drain rehabilitation, and park construction. Recently, Garrett provided construction inspection for the City of Lathrop River Islands project that included the installation of wet and dry utilities for over 1,000 single family residential lots and a middle school.

Garrett will fill in as a backup inspector, but will be responsible for day-to-day field construction activities; monitoring safety compliance; and enforcing that construction complies with the project plans, specifications, and permits, and City of Stockton and San Joaquin County standards.



GEORGE ESCANO
Scheduling Analyst

George is an experienced project controls specialist specializing in CPM scheduling and management of a wide range of transportation and capital improvement projects. He is experienced in preparing baseline schedules with cost and resource loading

schedules analysis; updated schedules and re-sequencing of work activities and conceptual schedules; and developing detailed work breakdown structure in Primavera/MS Project. His experience also includes claim preparation and time-impact analysis using Claim Digger, which he uses to compare baselines with updated schedules and provide equitable time and cost entitlement to the overall project. He has performed estimated quantity reporting using the Earned Value Methodology and Critical Path Method total float methodology. He is proficient in using Primavera P6, Microsoft Project, Schedule Analyzer Pro, and several other schedule analysis software to create cost and scheduling integration.

George will be responsible for the CPM scheduling aspects of the project.



GLADYS CORNELL
Public Outreach Specialist

Gladys is a veteran public information and outreach specialist that has provided public engagement and information, media relations, and strategic communications services with an emphasis on transportation and land-use projects. She has provided public

information oversight and served as the public information manager for multiple construction management projects in Northern California, including the award-winning City of Lincoln - Chambers Drive and Nicolaus Road Sewer Improvements.

Gladys will be responsible for public information and notification oversight, outreach management and coordination, stakeholder identification, community meeting facilitation, review of communication collateral, and direct mail pieces.



NICOLE PORTER
Public Outreach Specialist

Nicole is an experienced public engagement specialist that specializes in strategic communication and community relations. She assists clients with creating content for project branding, collateral materials, social media content, and interactive online engagement tools

for public information and community engagement. Nicole also manages and coordinates meetings with local businesses and other stakeholders near the construction area, pre-construction open houses, and informational videos at key construction milestones.

Nicole will assist Gladys with public outreach activities. She will be responsible for assisting with stakeholder identification, community meeting coordination and logistics, project website and social media content development, and public information and notification.



MADELEINE SALABER
Labor Compliance Officer

Madeleine brings extensive experience in labor compliance and administrative services for local agency construction projects. She has a strong background in business, business management, contract administration and labor related issues. Her expertise includes

labor verification, construction administration support, and document control. Madeleine has provided labor compliance and administrative services for several city and county clients throughout Northern California.

Madeleine will be responsible for the labor compliance aspects of the project.



STEVEN HARRIS, GE, QSD
Materials Testing & Sampling Specialist

Steve brings extensive experience in geotechnical consultation, project management, SWPPP and construction management services for transportation projects, large mixed-use developments, commercial developments, flood control, water infrastructure, and educational

facilities throughout Northern California. He has been the lead geotechnical consultant on hundreds of projects that have collectively included millions of cubic yards of earth work. Steve has performed various computer modeling analyses for slope stability, liquefaction, seepage, settlement, retaining walls, pavement, and deep foundations for projects in the Bay Area and Central Valley.

Steve will be responsible for the materials testing and sampling aspects of the project.



ZACHARY CRAWFORD, CEG
Materials Testing & Sampling Specialist

Zac specializes in construction support, engineering geology, environmental consultation, hydrogeology and geomorphology. He has extensive knowledge of the Central Valley region and its complex geology and hydrogeology. His experience includes

managing and supporting the City of Lathrop River Islands project. Zac has worked on many complex projects throughout Northern California including installation of groundwater monitoring well networks, review and analysis of groundwater level and water quality data, and providing geologic hazards analyses and defining mitigation measures for the treatment of potentially unstable soils.

Zac will be responsible for the materials testing and sampling aspects of the project.



TRENTON HAYES
Materials Testing & Sampling Specialist

As a Materials Testing Construction Services Manager, Trenton oversees, schedules and performs materials testing and special inspection services. He provides leadership, training, and technical support to members of our construction services team. Trenton

has performed materials testing and sampling for several water storage tanks, sewer and water pump stations, and basin reclamation projects.

Trenton will be responsible for the materials testing and sampling aspects of the project.



DYLAN CRAWFORD, PLS
Surveyor

Dylan has 24 years of surveying experience in the public sector. His experience includes on-call surveying for public agencies, numerous design surveys, right-of-way engineering, surveying, and staking of large-scale construction projects, subdivision

mapping, boundary retracement and establishment surveys, resolution of land title issues, and topographic surveying.

Dylan will be responsible for the QA surveying aspects of the project.